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Title: **Dunlop Tire Corporation and United Steelworkers of America (USWA), AFL-CIO-CLC Local 915 (1997)**

K#: **1913**

Employer Name: **Dunlop Tire Corporation**

Location: **AL Huntsville**

Union: **United Steelworkers of America (USWA), AFL-CIO-CLC**

Local: **915**

SIC: **3011**

NAICS: **326211**

Sector: **P**

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GENERAL AGREEMENT

Effective Date August 1, 1987

BETWEEN

DUNLOP TIRE CORPORATION



AND



LOCAL 915

TELETYPE WORKERS OF AMERICA
A.F.L.-C.I.O.-C.L.C.



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AGREEMENT

THIS AGREEMENT, MADE AND ENTERED INTO THIS THE 1ST DAY OF AUGUST, 1997 BY AND BETWEEN THE DUNLOP TIRE CORPORATION, HEREINAFTER REFERRED TO AS THE "COMPANY" AND LOCAL UNION NO. 915 OF THE UNITED STEELWORKERS OF AMERICA, HEREINAFTER REFERRED TO AS THE "UNION."

The Company recognizes the merger of the United Rubber Workers of America with the United Steel Workers of America in the application of this contract. Hereinafter, all references to the U.R.W. will be recognized as the United Steel Workers of America.

WITNESSETH

The mutual desire of the above parties being to continue to promote cooperation and harmony, and to formulate rules to govern the relationship between the Union and the Company.

The terms and provisions of this Agreement shall apply without discrimination, with respect to discharge, compensation, terms, conditions and privileges of employment, because of race, age, color, religion, sex, national origin, marital status, veteran status or the presence of non-job related medical condition or handicap.



ARTICLE I

RECOGNITION AND UNION SECURITY

Section 1.01 - Recognition

(A) Subject to State or Federal Legislation. This contract or any supplement thereto are subject to any valid and applicable Federal Legislation or executive orders or State Legislation.

(B) The Company recognizes the Union as the exclusive collective bargaining agency for all production, maintenance, plant clerical, planning and technical employees (and for any expansion or extension of the manufacturing facilities of the plant within Madison County). Excluded from the Bargaining Unit are all general office, office clerical, supervisory, plant protection, technical engineering, plant engineering, industrial engineering and personnel employees.

(C) In the event that right, title or possession of the plant covered by this Agreement shall pass to any subsequent owner by merger, acquisition, sale, or any other method of disposition or acquisition, this Agreement shall be binding upon the Company and its successors and assigns.

(D) The Company agrees to meet with and bargain with the accredited representatives of the Local Union on all matters pertaining to hours of work, wages, rates of pay and general working conditions. The term "he" or "his" is understood to mean both sexes.

(E) The automation of jobs in the bargaining unit will not be used as a basis for changing such jobs from bargaining unit status to non-bargaining unit status.

Section 1.02 - Union Security

(A) It shall be a condition of employment that all employees of the employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the sixtieth day following the effective date of this Agreement become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date or transferred to the bargaining unit on or after its effective date shall, on the sixtieth day following the beginning of such employment or transfer become and remain members in good standing in the Union.

(B) The provisions of the above paragraph of this Section shall not apply to any employees covered by this Agreement to whom membership in the Union is denied or whose membership therein has been terminated for reasons other than the failure of such employees to render his initiation fee or periodic dues.

(C) Any employee who fails to meet the requirements of this Section shall not be retained in the employ of the Company provided that the Union shall have notified the Company and the employee in writing of such default and said employee shall have failed to remedy same within ten (10) days after receipt of such notice.

The provisions of Sections 1.02(A) and 1.02(C) above, shall apply only to the extent permitted by law.

(D) The Company agrees to deduct from the wages, and shall direct the Trustee of the SUB Fund to deduct from Supplemental Unemployment benefits, of those employees

who so authorize such deductions by written assignment, regular monthly Union membership dues.

(E) This dues assignment and dues deduction authorization shall be irrevocable for a period of one (1) year from the date of execution or until the expiration date of this Agreement, whichever occurs sooner.

Said assignment and dues deduction authorization may be revoked upon written notice being delivered to the Company and the Union during the period ten (10) days prior to the expiration of the one (1) year period or the expiration of this Agreement, whichever occurs sooner.

(F)(1) The Company, upon written authorization of the employees, shall deduct from the third pay period each month by such employee an amount equal to dues fixed by the Union for the current month and such arrears as may be due and promptly remit same to the Treasurer of the Union.

(2) The following paragraphs shall appear on a card which shall be personally signed by the employee:

DATE _____ UNION DUES, ASSIGNMENT, AUTHORIZATION FOR DEDUCTION AND DIRECTIVE. I hereby assign to Local 915, United Steelworkers of America dues deductions from any wages paid to me as an employee of the Dunlop Tire Corporation, and authorize the Trustee and its agents of the SUB Fund to deduct from any Supplemental Unemployment Benefits payable to me from the SUB Fund an amount equal to the monthly union dues fixed by the Union and any unpaid amounts equal to monthly dues. I hereby authorize the Dunlop Tire Corporation to make these deductions once each month and direct that the same be remitted to the bonded officer (Treasurer) of Local 915, United Steelworkers of America.

This assignment, authorization and directive shall be irrevocable for a period of one (1) year from the date of execution or until the expiration date of any applicable Company-Union Agreement, whichever occurs sooner and I agree and direct that this assignment, authorization and directive shall be automatically renewed and shall be irrevocable for successive periods of one (1) year each or for a period of each succeeding applicable Company-Union Agreement, whichever shall be shorter, unless written revocation notice is given by me to the Company and the Union during a period of ten (10) days prior to the expiration of such period of one (1) year or of each applicable Company-Union Agreement whichever occurs sooner.

This Assignment and Authorization shall remain in effect irrespective of my membership status in the Union, unless revoked in accordance with this procedure.

SIGNED _____
BADGE NO. _____

(G) Previously signed and unrevoked written assignment will continue in effect until a current Dues Authorization and Deduction form is executed.

(H) Authorized dues deductions will be deducted in the first full week of each month. The Company will promptly remit dues so deducted to the bonded officer (Treasurer) of the Union.

(I) The Union Treasurer shall furnish to the Personnel Department not later than the twentieth day of the month a list of those members who were absent in the previous checkoff week and who require makeup deductions to bring their dues up-to-date.

(J) If, during the life of this Agreement, the Constitution of the USWA should change so as to require the payment of dues from members who are receiving Sickness and Accident Insurance benefits and it is established that the deduction of dues from such payments is legally permissible, the Company will, upon request from the Union, explore the practicality of establishing a program under which dues might be deducted from such payments.

(K) The Union shall indemnify and save the Company and/or the Trustee under the Supplemental Unemployment Benefits Plan harmless from any claims, suits, judgments, attachments, and from any other form of liability as a result of the Company and/or the Trustee making any deductions in accordance with the foregoing authorizations and assignments.

ARTICLE II

UNION

Section 2.01 - Union Functions

It is recognized that the function of the Union is to represent those employees of the Company who are covered by this Agreement on matters pertaining to rates of pay, wages, hours of employment, working conditions and other conditions of employment and any matters of dispute on these subjects will be handled in accordance with the procedure set forth in this Agreement, or any supplements thereto.

Section 2.02 - Union Responsibility

(A) The Union recognizes the responsibilities imposed upon it as the exclusive bargaining agent of the employees designated in this Agreement and the supplements thereto and

recognizes that the Company must be in a strong competitive position in order to provide maximum opportunities for steady employment, good working conditions and good wages.

(B) The Union agrees to cooperate by encouraging its members to consistently attain a level of full productivity and an acceptable record of attendance necessary to maintain a favorable Company competitive position.

ARTICLE III MANAGEMENT

Section 3.01 - Management Functions

The Management of the business, operation of the plant, direction of the working force, and the authority to execute all the various duties, functions and responsibilities in connection therewith is vested exclusively in the Company. The exercise of such authority shall not conflict with the provisions of this Agreement or any supplements thereto.

Section 3.02 - Employee Warning Notice - Suspension or Discharge

(A) 1st STEP - The supervisor will review with the employee and shift committeeman the problems. A copy of the recording of the warning shall be given to the Chief Committeeman and Division Chairman.

2nd STEP - The supervisor will review the problem with the employee and his Union Representative (Chief Committeeman, if available). A written warning stating the facts of the case and notifying the employee that immediate improvement is required, shall be issued to the employee. (Copy to Chief Committeeman and Division Chairman).

3rd STEP - The supervisor and/or Department Manager, Division Chairman and employee involved shall meet and discuss the problem. At this step the employee will be given a written notice stating (copy to Division Chairman) that any further incidents of poor employee performance will result in suspension.

4th STEP - The supervisor, Department Manager, Division Chairman and employee shall meet and review the problem. The employee will receive a note reviewing his employee performance record to date, (copy to Division Chairman) and notifying him of the suspension penalty and informing him that any further poor employee performance will result in termination.

(B) There may be individual cases of a serious nature (theft, assaults, deliberate bad workmanship or damage to Company property, smoking in critical areas, etc.) that will not require the above procedure.

The decision to terminate an employee with seniority, for cause, will not be made until at least two (2) full working days have elapsed from the infraction, during which time thorough consideration will be given to all facts and circumstances which are relevant to the matter. At the request of the Local Union, Company representatives will meet with Union representatives during the two (2) day period to discuss such relevant facts and circumstances. If an employee is terminated he will be furnished a written statement of such action. This written statement will be given or mailed by certified mail to the employee within three (3) working days excluding Saturdays, Sundays or Holidays of the date of the decision to terminate. A copy of the statement will be furnished to the President of the Local Union and the Division Chairman.

(C) The above does not preclude the right of Management to take an employee off the job for cause.

(D) A copy of any report given to an employee concerning his record with the Company shall also be given to the Union Division Chairman at the time of recording.

(E) Any report in reference to reprimand shall expire as a basis for possible suspension or discharge one (1) year after date of issuance.

(F) When an employee is to be reprimanded for a matter likely to result in his suspension or discharge, he will be reminded of his right to bring his Union representative into the discussion at that time.

(G) Any employee found to have been unjustly suspended or discharged will be reinstated to his former position without loss of seniority and will be compensated for all benefits in all agreements with the Company, provided the employee or the Union files a grievance with the Company within seven (7) days (excluding Saturdays, Sundays and Holidays) after receipt of the Company's written notification of suspension or discharge and the reasons for such action. The Company and the Grievance Committee can mutually agree on a settlement other than the above if they so desire.

(H) Medical certification acceptable for excusing an absence is defined as being a statement from a medical doctor, bearing his signature, or a statement issued by his office upon his authorization.

ARTICLE IV

NO STRIKE - NO LOCKOUT - NON-LIABILITY

Section 4.01 - No Strike - No Lockout - Non-Liability

(A) Since adequate provisions are hereby made for the handling of grievances, there shall be no slowdown, sitdown, stoppage of work, strike, or lockout over any matters subject to the grievance procedure, including arbitration. Any employee or group of employees violating this provision shall be subject to disciplinary action including suspension or discharge. The Company and the Union shall not negotiate, nor shall any arbitration hearing proceed on the issue causing such interruption until such time as the interruption has been terminated.

(B)(1) In the event there is any such slowdown, work stoppage, or strike, the Union will either at its discretion or upon proper signed notification by the Company and the Union, immediately post the following notice on all bulletin boards referred to in this Agreement.

(2) "TO ALL MEMBERS OF LOCAL 915, DATE _____. You are advised that employees took certain unauthorized action in Dept. No. _____. This action is unauthorized by both the Local and International Union. Those employees engaging in such action are directed to promptly return to their respective jobs and cease any action which may affect production. The grievance in dispute will be processed through the procedure provided in your contract."

(C) It is agreed that an authorized officer of the Local Union or an authorized representative of the International Union shall sign the above notice. Should the authorized officer of the Local Union fail to comply with the foregoing, an autho-

ized representative of the International Union will do so. The Company agrees that in consideration of the performance by the Union of the undertaking herein assumed by it to post the above notice with respect to termination of unauthorized strikes and work stoppages, the Company will take no action by suit for damages against the Union, its officers, agents or members for breach of contract.

(D) The failure of the Company to exercise this right to discipline in any instance shall not be deemed a waiver of this right in any other instance, nor shall the Company's right to discipline employees for any other cause be in any way affected by this Article.

Section 4.02 - Payment to Local Union Representatives

(A) The President, Vice President and Pension and Insurance Representative of the Union or their appointee shall be paid the full hourly rate of labor grade 12 for eight (8) hours a day Monday through Friday whenever the plant is scheduled to work.

(B) It is the intent of the Company to provide Union representatives with the necessary time required for in plant investigation of problems and/or grievances within their Division, providing the reason and advance notice is given to the Department Manager or his designated representative.

The Company agrees to allow each Division Chairman to be off the job as follows:

Division	#1	#2	#3	#4	#5
(Hrs/Week)	32	40	40	20	12

The above time will be used to investigate problems, grievances, or to attend meetings scheduled by Management.

All arrangements for time off the job shall be with the approval of the Department Manager and generally shall be the last part of the Division Chairman's shift. In addition to the above hours, the Company will grant the 13.5 hours for each 100 employees added to the payroll above 1315 level of employment.

Union members will be allowed time off their job for Union activities, per request by the Union, to the extent that production requirements will allow.

(C) Average Earned Incentive Rate or current Hourly Rate shall be paid:

- (a) For any time lost from the job, whenever meetings between the Plant Grievance Committee of the Union and Management are held.
- (b) For time lost from the job by Union representatives meeting with representatives of Management for the purpose of handling grievances.
- (c) For time lost from the job by employees and Union representatives for the purpose of:
 - 1. Explaining changes in work schedules or other job-related problems.
 - 2. Reviewing job descriptions or time standards instruction sheets.

ARTICLE V

BARGAINING PROCEDURE

Section 5.01 - Change of Personnel

(A) The Company will keep the Grievance Committee informed of changes in supervisory personnel and the Grievance Committee agrees that it will keep on file with the Company an up-to-date written list of its accredited representatives. The Company will instruct all supervisors to meet with Bargaining Unit employees affected and explain any permanent reporting change on the initial day that this change occurs.

(B) The Company will keep the Union informed in writing of all hires, transfers, recalls, layoffs, suspensions, discharges and laid-off employees who have refused recall or have failed to respond to recall and have been removed from the recall list.

Section 5.02 -Union Division

(A) For the purpose of adjusting grievances the factory shall be set up in divisions by the Grievance Committee and the Company.

(B) Each Division shall have a chairman. Each department or group of departments shall have a Chief Committeeman and a departmental committeeman on each shift. Division Chairmen shall be designated as follows:

Division #1-Departments 701, 703, 705, 706, 745, 779

Division #2-Departments 730, 728

Division #3-Departments 736, 770

Division #4-Departments 756, 768, 771

Division #5-Departments 761, 767, 783, 784, 785

Section 5.03 - Grievance Procedure

(A) A grievance is a complaint, dispute or controversy in which it is claimed that the Company has failed to comply with an obligation assumed by it under the terms of this Agreement, and which involves either; (1) a dispute as to the facts involved, (2) a question concerning the meaning, interpretation scope, or application of this Agreement or, (3) both.

- (1) In reducing a grievance in writing, the following information shall be stated with reasonable clearness: the exact nature of the grievance, the act or acts complained of and when they occurred, the identity, if known, of the employee or employees, who claimed to be aggrieved, the provisions, if any, of the General Agreement that the employee or employees claim the Company violated, and the remedy they seek. It is not the intent of this clause to prevent an employee from filing a grievance. The Company's answer on the grievance will state with reasonable clarity as to why the grievance was honored or denied.
- (2) The parties agree that the Company liability for retroactive payment of grievances shall be limited to thirty (30) days from date of written grievance.
- (3) The parties agree that the Company liability for retroactive payment of Job Evaluation grievance shall be limited to thirty (30) working days from date of job request study.

(B) The parties to this Agreement recognize that the grievance should be settled promptly and as close to the source as possible. Further, both parties will endeavor to present

all the facts relating to the grievance at the first step in the grievance procedure.

(C) The local President, Vice President, Pension and Insurance Representative, and Division Chairman or their designee shall be permitted to enter any department of the factory during working hours for the purpose of investigating grievances. If it is necessary to remove an employee from the job, the request shall be presented to the Shift Supervisor for his approval.

(D) The following is the procedure to be followed by Division Chairman, Chief Committeemen, and committeemen when it is necessary to request time off the job to investigate grievances and job related problems.

1. Contact immediate supervisor.
2. State purpose of the absence from the job.
3. Give estimated time of absence from the job.
4. Agree on time when he can be relieved from the job.

Should circumstances require an unusual delay between the time of the request and the time the representative may be relieved the supervisor shall justify such delay.

(E) All disputes, differences and grievances pertaining to rates of pay, wages, hours of employment, working conditions and other conditions of employment arising under this Agreement shall be presented.

(STEP 1) To the Shift Supervisor. The Employee or Employees, in the company of the Committeeman, will present the grievance verbally. Failing resolution at this stage, the grievance will be then advanced to the Second Step.

(STEP 2) The parties of the First Step (including the Chief Committeeman) shall, within forty-eight (48) hours of the First Step, reduce their dispute to writing in accordance with (A)(1) of this Section and documenting the date of the First Step Meeting.

(STEP 3) The written grievance from Step 2 will be provided to the Division Chairman and the Manager of the area or appointees. Within seventy-two (72) working hours or at an agreed upon time the Employee and Supervisor will meet with the Division Chairman, Chief Committeeman, and Manager of the area or appointees to present their dispute.

Within forty-eight (48) working hours or at an agreed upon time following the Step 3 presentation, the Division Chairman and Manager of the area or appointees will meet and discuss their determinations. Their resolution or disagreement will be reduced to writing and included with the grievance.

Copies of the completed Third Step Grievance will be forwarded to the Union President and Manager of Employee Relations. If, at the third step, agreement is not reached within seventy-two (72) hours, excluding non-working days the matter will be referred to the Fourth Step.

(STEP 4) Grievance Committee and Manager of Industrial Relations or his appointee, who shall meet within five (5) working days after Step 3 is completed. At this step, International Representatives of the Union may be present. A written answer shall be given at this step within five (5) working days after the final meeting. All Step 4 meetings will be held at 8:00 a.m. unless mutually agreed otherwise.

(F) At Step 3 and Step 4 in the grievance procedure, other Union and Company people directly related to the question under discussion may be present.

(G) If the time limits of Steps 2, 3 and 4 of the above procedures are not complied with by the Company, the grievance automatically advances to the next succeeding Step unless mutually agreed otherwise.

(H) Any written grievance not appealed from a written answer at one (1) step of the grievance procedure to the next step within thirty (30) working days of such answer shall be considered settled on the basis of the last answer and not subject to further appeal.

(I) Written grievances which are settled at any of the above Steps shall be stamped "Final" and signed by the Union President and the Manager of Industrial Relations or their appointees. One (1) copy of the stamped grievance shall be filed with the Union President and one (1) copy with the Manager of Industrial Relations.

(J) Controversies may arise of a nature so general as directly to affect all or a major portion of the employees of the plant. Controversies may arise which involve matters beyond the control of persons represented in the Third Step of the grievance procedure. It is agreed that issues of this nature need not be subjected to the entire grievance procedure but may be initiated by the Union at the Fourth Step upon agreement of the Union President and the Manager of Employee Relations.

(K) No grievance, verbal or written, withdrawn or dropped by the Union, or granted by the Company, prior to arbitration, will have any precedent value.

(L) Upon request of the Union, an International Representative will be permitted to participate in negotiations and arbitration commencing at the step between Union and Company Plant Grievance Committees.

Section 5.04 - Arbitration Procedure

(A) Specifically the question of a general plant-wide wage adjustment and the labor grade wage structure cannot be submitted to arbitration and are not within the powers of an arbitrator under this Agreement. Further, in the event a matter referred to arbitration shall involve a question of time standards, incentive tasks, factual questions on changes in job content, or a question of determining relative job content affecting the labor grade position of a job, the arbitrator shall be a person qualified by training and experience as an expert in the field of Industrial Engineering.

(B) Subject to the provisions of (A) above, should negotiations between the Company and the Grievance Committee at the last step in the grievance procedure fail to bring about an agreement between the parties with respect to a grievance or grievances, either party may, within forty-five (45) days from the date of final answer, submit such grievances to the arbitrator. Each dispute shall be submitted in writing and a copy of the submission shall be furnished to the other party simultaneously by written notice.

(C)(1) The parties agree that, subject to the provisions of (A) above, an impartial arbitrator shall be selected as follows: The Manager of Industrial Relations and the Union President or their designees, may mutually agree on an arbitrator. If the parties cannot reach agreement in this manner, the parties may mutually agree upon one (1) of the arbitrators contained on the permanent panel as established for the Huntsville Plant. Failing to mutually agree, the arbitrator

shall be selected by each party alternately striking out a total of two (2) of the candidates. The party who will first strike a candidate from the list shall be determined by the flip of a coin.

(2) The permanent arbitration panel is composed of the following members:

J. F. Caraway
C. C. Killingsworth
F. E. Kindig
E. R. Teple
H. E. Steele
T. J. Heinsz
A. V. Sinicropi

It is agreed to increase the arbitration panel to seven (7) Arbitrators.

In the event that it becomes necessary to replace a member of our panel of arbitrators during the term of our agreement, it is agreed that each party shall submit a list of three (3) arbitrators with permanent tire industry background for the purpose of striking. The parties will flip a coin to determine which has the first strike.

(D) On the date set by the arbitrator, the parties shall appear and present a statement of the facts and issues involved, either in writing or orally as each party may desire.

(E) The arbitrator shall render a decision within thirty (30) days from the date of the hearing on the grievance unless additional time is requested by him and mutually agreed to by the Company and the Grievance Committee.

(F) The decision of the arbitrator shall be final and binding upon both parties.

(G) It is understood and agreed that the arbitrator shall have no right or power to add to or subtract from or to change the terms of this Agreement or the supplements thereto and that the arbitrator shall have no right or power to disregard any of the express provisions of this Agreement or supplements thereto.

(H) All costs of arbitration, including all fees and agreed upon expenses of the arbitrator, shall be paid in equal proportion by the Company and the Union.

(I) It is understood and agreed that the parties will make every effort to clearly define and agree upon the "Issue," before presenting the grievance to the arbitrator.

Section 5.05 - Grievance Committee Meetings

(A) A meeting between the Plant Grievance Committee of the Union and the Manager of Industrial Relations or his appointee will be held not less than twice each month, on a Thursday, unless mutually agreed otherwise. Whenever reasonable or practicable, meetings will be held so as to avoid production delays. Union representatives attending the meeting will be allowed fifteen (15) minutes to return to their work station after the Grievance Committee is dismissed.

(B) It is understood and agreed that no subject pertaining to rates of pay, hours of work, working conditions and other conditions of employment applicable to a specific department shall be presented by the Grievance Committee or Company at this meeting except as this subject has been discussed prior to the meeting by the Union Division Chairman with the Department Manager of the department concerned.

ARTICLE VI HOURS OF WORK

Section 6.01 - Standard Day and Standard Week

(A) This Article is intended to define the policy governing the hours of work and shall not be construed as a guarantee of hours of work per day or per week.

Based on production requirements, the Company may schedule jobs that require "start up" or "shut down" operations for hours in excess of the standard eight (8) hour work shift.

(B) *The standard work shift shall be eight (8) hours per day and the standard work week shall be forty (40) hours. Any paid holidays that fall within the work week shall be considered as a scheduled day of work.*

12 hour continuous operation

The Standard shift shall be twelve (12) hours per day and the standard work week shall consist alternately of Thirty-six (36) and Forty-eight (48) hour weeks. Any paid holidays that fall within the work week shall be considered as a scheduled day of work.

(C) *Eight (8) consecutive hours in any twenty-four (24) hour period shall constitute a standard work day and five (5) consecutive eight (8) hour days beginning with the starting time of the employee's shift on the first day of the regularly scheduled work week shall constitute a standard work week.*

12 hour continuous operation

Twelve (12) consecutive hours in any Twenty-four (24) hour period shall constitute a standard work day. A standard

work week shall consist of alternate Three (3) and Four (4) days (as outlined in Exhibit "A" on the last page of this contract book).

(D) All employees who are hourly-rated and continuous operation jobs are to remain on their jobs until the end of the shift or until relieved.

Section 6.02 - Standard Shift Starting Time

(A) Standard shift starting time for shifts are as follows:

A Shift - 7:00 a.m., 7:30 a.m., and 8:00 a.m.

B Shift - 3:00 p.m., 3:30 p.m., and 4:00 p.m.

*C Shift - 11:00 p.m., 11:30 p.m., and 12:00 a.m.
(midnight)*

12 hour continuous operation

The standard shift starting and quitting times for shifts are as follows:

Day Shifts - 7:00 a.m. - 7:00 p.m.

Night Shifts - 7:00 p.m. - 7:00 a.m.

The Company shall notify the Union of any required changes. The paragraph shall in no way restrict the Company's right as provided elsewhere in this Agreement to schedule daily or weekend overtime work.

(B) The first scheduled work shift of the week for "C" shift employees shall begin Sunday night.

12 hour continuous operation

The first scheduled work shift of the week will begin Monday morning at 7:00 a.m.

Section 6.03 - Reduction of Hours

The Company may, without the requirement of making a layoff of employees in accordance with the layoff procedure, reduce the schedule due to production requirements for a station, job, department or departments, to not less than twenty-four (24) hours per week, or may reduce the scheduled hours below twenty-four (24) for not more than two (2) consecutive weeks, or for not more than two (2) weeks in any six (6) week period. The foregoing shall not be construed to require reducing the number of scheduled hours below the number of hours in the standard work week before laying off employees in accordance with the layoff provisions of this Agreement.

Section 6.04 - Pay Period and Pay Day

(A) Employees are paid each week.

(B) The pay period starts Sunday at Midnight and ends the following Sunday at Midnight.

For employees working from 7:00 a.m. until 7:00 p.m. the pay period begins Saturday at 1:00 p.m. and ends the following Saturday at 1:00 p.m. For employees working from 7:00 p.m. until 7:00 a.m. the pay period begins Sunday at 1:00 a.m. and ends the following Sunday at 1:00 a.m..

(C) Day (A) shift and midnight (C) shift employees are paid on Friday, and afternoon (B) shift employees are paid on Thursday for work performed the previous week. For 12 hour continuous operation Tuesday of each week shall be the pay day for work performed the previous week. If not scheduled to work on Tuesday, the employees shall be paid on Wednesday.

In the event a holiday falls on the payday outlined above, the employee's payday will be moved up one scheduled day. Any change in this schedule shall be posted on the Company's Bulletin Board.

Any inability to pay on Tuesday due to Holidays, etc. will be communicated through written postings in the Area.

(D) Supervisors will distribute pay checks to employees no later than the end of their shift.

(E) Vacation checks will be distributed to employees in the same manner as provided in item "C" of this Section.

(F) An employee's pay check will not be given to another person except upon presentation of the employee's identification card accompanied by a written statement signed by the employee.

(G) In the event of an employee's death, any earnings to which he would have been entitled shall be paid to his life insurance beneficiary on file in the Human Resources office. If he has no beneficiary, such earnings shall be paid to the decedent's estate.

Section 6.05 - Overtime Distribution

(A)(1) If job requirements cannot be filled by utilizing available manpower, the overtime will be equitably divided among the qualified employees on the overtime sign-up sheet. If the required overtime cannot be obtained from the in-classification employees within the department on the overtime sign-up sheet then management will offer the available hours first to Utility employees in the department on the overtime sign-up sheet. If overtime requirements cannot be filled by utilizing Utility employees in the department, the remaining

qualified out-of-classification employees in the department on the overtime sign-up sheet will be solicited until the overtime is filled or out-of-classification employees in the department on the overtime sign-up sheet have been exhausted. Miscellaneous or non-classified overtime will be offered as out-of-class overtime without going through the utility group first.

(2) Once an overtime probe has been initiated within a group (in-classification, out-of-classification offerings are considered separate groups), qualified employees in that group will be offered the overtime until the overtime is filled unless the need for the overtime ceases to exist or an instance arises at the end of the shift where time does not permit soliciting all qualified employees.

(B) In initiating an overtime probe, the overtime work will be offered to the in-classification low houred senior person on the overtime sign-up sheet. Overtime hours will be charged to employees who are unavailable for work regardless the reason. In addition, if an employee does not sign the overtime sign-up sheet, and overtime work is available within their classification, the overtime is considered refused by the employee for that given day, and the employee is charged the hours. Supervisors are not obligated to call absent employees for overtime opportunities and the employees will be charged with the overtime hours; provided however, that if the Company is soliciting overtime for the employee's unscheduled days, the Company will attempt to call employees on vacation; such employees will be charged with the overtime hours.

(C) In order to meet overtime requirements, employees are expected to cooperate in accepting overtime assignments, and the Company agrees to give as much notice as is practical.

Seven Day Offering/Sign-up System

(1) In initiating an overtime probe the Company will offer four (4) hours over in-classification to the employees on the overtime sign-up sheet. If the required overtime can not be obtained from the in-classification employees on the overtime sign-up sheet then management will offer the available four (4) hours of overtime to qualified employees out-of-classification on the overtime sign-up sheet in the same method as in- classification. If the overtime is not covered then the likewise off crew in-classification employees on the overtime sign-up sheet will be solicited for twelve (12) hours of overtime; if not covered solicit qualified out-of-classification employees on the overtime sign-up sheet to the same crew. If the required overtime is covered the first four (4) hours, the remaining eight (8) hours will be offered to the likewise off crew in-classification employees on the overtime sign-up sheet; if not covered then the eight (8) hours of overtime will be offered to the qualified out-of-classification employees on the overtime sign-up sheet to the same crew. If the overtime is still not covered, the Company will offer in the same manner as above to the off-off crew in an effort to cover the vacancy. When the list of in-classification and qualified employees on the out-of-classification overtime sign-up sheet has been exhausted for overtime solicitation management may offer overtime to other employees without restriction on the method used. There is no obligation to record or balance overtime hours or opportunities to employees who do not sign the overtime sheet.

Five Day Offering/Sign-up System

(2) *Employees on a shift working have claim to overtime hours that are available four (4) hours prior to their shift starting time and four (4) hours after their shift quitting time during the scheduled work week. If either of the four (4) hour periods are refused the entire eight (8) hours will be offered to the employee that has accepted the other four*

(4) hours. Employees who had initially refused overtime will not be asked or charged for the additional four (4) hours. If the required overtime can not be obtained from the in-classification employees on the overtime sign-up sheet then management will offer the available overtime to qualified employees out-of-classification on the overtime sign-up sheet in the same method as in-classification. When the list of in-classification and qualified employees on the out-of-classification over-time sign-up sheet has been exhausted for overtime solicitation management may offer overtime to other employees without restriction on the method used. There is no obligation to record or balance overtime hours or opportunities to employees who do not sign the overtime sheet.

(D) Due to the nature of overtime offering to the tirebuilder classification, out-of-classification overtime is not offered unless it is deemed absolutely necessary.

Therefore, it is agreed that if overtime is required in the tirebuilding area the Company will fill the job with in-classification overtime within any of the tirebuilding classifications. If tirebuilding overtime can not be filled with in-classification from the overtime sign-up sheet then management can offer the overtime to qualified employees out-of-class.

(E) If a utility is filling in for an absentee then the utility person will be offered available overtime in that classification. When a utility employee is an initial replacement for an absentee for a minimum of four (4) hours, and an overtime situation arises, then the utility employee will be offered the overtime work in the same manner as it would have been offered to the absentee he is replacing and the overtime charged to the absentee. If a utility employee is an initial replacement for an absentee on more than one job during the shift, his overtime rights shall apply to all the classifica-

tions he fills in on, provided the absentee is not available and the utility employee worked a minimum of four (4) hours on each of the jobs.

(F) Overtime in the Process Control classification will be distributed first to employees on the overtime sign-up sheet, on the same job station, then the overtime will be offered to other qualified employees in the classification on the overtime sign-up sheet. If an employee changes job stations, the employee will be credited with the highest overtime hours on the job station the employee moves to. Three (3) overtime charts will be maintained, (1) Chart for employees on the same job station, (2) Chart for employees within the classification but off their job station, and (3) Chart for out-of-classification overtime.

Section 6.06 - Overtime - General Rules

(A) If an employee accepts overtime then the overtime shall be considered scheduled. The overtime may be canceled by notifying the employee prior to reporting for work on the day the overtime was scheduled. Payment for an employee commencing work is covered under Section 7.04. An employee unable to work voluntary overtime will not be penalized in respect to holiday pay providing he has worked the last scheduled day before and the first scheduled day after the holiday

(B) An employee has no overtime rights on a job he has been awarded until his official date of transfer. The employee retains overtime rights in present department and on present job until his official date of transfer.

(C) There is nothing inherent or implied in this Section that work on a job be given to an employee on an overtime basis when the requirements can be met by utilizing available manpower.

It is not the intent of this Section to take an employee off his job or from his department, put him on another job in his department, or in another department, and as a result work overtime on his job or in his department.

Any deviation from the above will be discussed with the proper Union Representative and Division Chairman.

(D) Overtime will be distributed equitably among qualified employees on the same job station on the same shift to the extent that it is practical to do so.

(1) To be eligible for overtime work on the job, an employee must qualify as follows:

(a) Hourly Rated Jobs, capable of doing all aspects of the job on one's own.

(b) Incentive Job - Has equaled or exceeded 120 percent makeout for five (5) days within fifteen (15) successive days worked.

(2) Work which becomes available to other employees because of the absence of an employee who has failed to report off from work or who has reported off less than one hour prior to his regular reporting time need not be confined to employees in the equalization of hours group.

(E) Employees wishing to work overtime will sign a volunteer sheet signifying their intention to work over or to be called in early. Employees absent during the period the volunteer sheet is posted must get approval from their supervisor to have a union representative sign the sheet for them.

12 hour continuous operation

Daily overtime after twelve (12) hours is voluntary.

During the shift when Daylight Savings Time and the resulting eleven (11) hour or thirteen (13) hour shift occurs in the seven day operation, SUB benefits will be paid for the one (1) hour reduction in the schedule of the Crew in this event and time and one-half for the one (1) hour increase in schedule.

Company and Union Representatives of an area may mutually agree to substitute an alternative overtime sign-up or offering system in the application of overtime distribution such as but not limited to: a daily sign-up sheet or offering overtime to the likewise off crew prior to offering four (4) hours over.

When complex or unique situations arise pertaining to interpretations of overtime distribution the Department Manager, together with the Local Union President (or appointee) and Division Chairman can agree on a temporary solution regarding this situation with final approval from the Labor Relations Manager.

(F) Overtime sign-up sheet postings:

Thursday at 2:00 P.M. each week a posting for each shift will be placed on the departmental bulletin board and will remain on the board until 2:00 P.M. on Wednesday unless agreed otherwise. This posting will cover the period of the following Saturday through Friday.

(G) No employee shall be permitted to work in excess of sixteen (16) hours in any twenty-four (24) hour period.

- (1) When overtime is still required on a job in situations where this limitation of sixteen continuous hours results in there being no available qualified people, the management and union representatives of the area will mutually seek alternatives to accomplish this work.**

(H) When it becomes necessary to contact employees who are not in the plant to offer them overtime work, only those employees who have listed their telephone numbers with their immediate supervisor and the number recorded in the appropriate place need be contacted. An employee who does not have a telephone, or who has not listed his telephone number with his immediate supervisor, shall be charged with the overtime that would have been offered to him. An employee with a listed telephone number who fails to answer his telephone when called shall be charged with the overtime hours he would have been offered had he answered.

(I) Supervision will correct errors made in the distribution of overtime which are called to their attention before the work is performed. The intent is to distribute overtime hours as equally as possible.

Errors in the distribution of overtime will be handled in the following manner:

- (1) If an employee is missed on overtime the employee must inform supervision within five (5) days of the overtime miss.
- (2) Errors in the distribution of either in-class or out-of-class overtime will not be paid except under the circumstances identified in this paragraph. In the event of an overtime opportunity incorrectly denied to employee(s) and which is brought to the attention of the supervisor, as stipulated in the above paragraph, there will be a record of this event made in the department. Should the same employee be missed in error again within a three month period of the notification of the first miss, the employee will be paid for the hours not offered and charged accordingly. If an employee is

transferred or laid off his job before he/she can be given the opportunity to make up the lost overtime that was due to an error called to the attention of his/her supervisor, he/she shall be compensated for the lost overtime hours at the time of transfer or lay off.

- (3) If work is made available to the employee, and the employee refuses to work the available overtime, the employee will not be compensated for any loss overtime hours nor will the employee be offered another opportunity to make the overtime up.

(J) Overtime charts showing overtime hours charged to each employee on the job will be maintained in each department.

- (I) All in-class and out-of-class overtime charts will be zeroed on the first scheduled day of January of each year. Double time charts will not be zeroed.

(K) New or transferred employees will be credited with the greatest number of overtime hours on all overtime charts for this shift to which the employee transfers. For overtime purposes, an employee who temporarily swaps shifts with another employee will assume the seniority and overtime hours of that person.

(L) It is understood that situations will arise that may not enable employees receiving training to be trained on their shift. When these situations arise the Department Manager and Division Chairman will discuss temporary alternative solutions to provide the necessary training, subject to final approval of the Labor Relations Manager. It is understood that when these situations arise, and overtime is required for training, our first temporary alternative solution will be to utilize the trainer on overtime to conduct the training.

Section 6.07- Overtime - Schedule Six (6) Day Operations (44, 46, 48 Hour Week)

- (A) *Scheduled six (6) day operations will be posted no later than 2:00 p.m., Thursday, prior to the week in which the work is to be performed.*
- (B) *Employees will perform such overtime work unless:*
 - (1) *Excused therefrom by prior arrangement with his supervisor*
 - (2) *There has been a change in the scheduled hours of work*

Section 6.08 - Work Beyond Regular Shift

(A) When an employee who is working, accepts overtime work that is a continuation of his regular shift and the number of hours required is indefinite (late call in, shutdown operations, etc.) he shall be provided with not less than one (1) hour of work. When this overtime work exceeds one (1) hour, the additional time shall be provided in not less than one-half (1/2) hour increments. Once an employee accepts overtime work which is a continuation of his regular shift, the work will be considered scheduled. The employee cannot change his mind and decline the overtime, unless he informs his supervisor at least one (1) hour before the end of his regular shift.

The Company and the Grievance Committee may mutually agree to give special consideration to operations where operating conditions require treatment other than the above.

(B) When an employee who is working accepts overtime work for a specific number of hours that is a continuation of his regular shift and the offered overtime hours are canceled prior to the start of such work, the employee will be provided with one (1) hour of overtime work.

(C) When an employee starts overtime work for a specific number of hours that is a continuation of his regular shift, the employee will be provided with the agreed upon hours of work.

Section 6.09 - Temporary Transfers Or Assignments

The Company may assign an employee to temporarily work in another job classification. The employee will be paid his hourly rate or the rate of the job to which he is assigned, whichever is higher. The Company will ask the senior qualified employee in the classification to perform the assignment. If the senior employee refuses to transfer, the Company may require the junior qualified employee in the same classification to perform the temporary transfer or assignment (Note: SHP § 7.03 ¶ 11(a) is unaffected). Employees will not be required to temporarily transfer into Department 701 unless they are in agreement.

ARTICLE VII WAGES

Section 7.01 - Minimum Guaranteed and Base Rates

(A) The supplementary Key sheets represent the joint agreement of the Company and the Union on the number of labor grades, the monetary spread between labor grades.

- (1) The Wage Key Sheets shall show the Hiring Rate, Transfer Rate, Full Hourly Rate, the Incentive Base Rate (100%) - Guaranteed Minimum, and earnings at 115%, 120% and 125% incentive level for each labor grade.

The Company will assign a job to the proper labor grade. Once so assigned, the monetary values of the applicable key sheet shall apply to the job whenever called for in this Agreement.

HIRING, TRANSFER, & RATE PROGRESSION

(B) Rate Progression - Non-incentive Rated Jobs

(1) New hires will be hired at the hire rate of the applicable Labor Grade and be subject to an automatic progression to the full hourly rate as follows:

(a) Following sixty (60) calendar days after start date — one dollar and fifty cents (\$1.50) increase.

(b) Each twenty-eight (28) calendar day thereafter — twenty-five cents (\$.25) increase until reaching full hourly rate.

(2) When an employee transfers to a new job classification (bid, bump, etc.), he shall be paid the transfer rate for the applicable Labor Grade and be subject to automatic progression to the full hourly rate through twenty-five cent (\$.25) increases each twenty-eight calendar days following transfer.

A newly hired employee who has not completed the new hire progression will transfer to the new job classification at either the transfer rate of the applicable Labor Grade or the rate he/she has achieved in the new hire progression, whichever is less.

(C) Rate Progression - Incentive Employees

- (1) New hires will be hired at the hire rate of the applicable Labor Grade and be subject to an automatic progression to the incentive base rate as follows:**
 - (a) Following sixty (60) calendar days after start date — one dollar and fifty cents (\$1.50) increase.**
 - (b) Each twenty-eight (28) days thereafter — twenty-five cents (\$.25) increase until incentive base rate.**
- (2) When an employee's earnings on an earned incentive basis equals or exceeds 120% of Incentive Base Rate of the job labor grade for a total of five (5) days within fifteen (15) days worked, at 50% on standard per day, the employee will be paid such earnings. The employee will be considered a qualified Incentive worker and be eligible for incentive earnings.**
- (3) Employees who are transferred or recalled to tire building incentive jobs will be paid the incentive base rate until meeting the conditions of (C) (2) above.**
- (4) It is expected that all employees will reach and maintain standard performance on their job by the completion of the established job training period. The case of an employee who does not reach and maintain standard performance upon completion of the job training period shall be subject to review with the employee concerned and the proper Union Representative.**

- (5) The case of a qualified incentive worker who does not consistently meet proven standards of output shall be subject to review with the employee concerned and the proper Union Representative.
- (6) New employees, other than those who have qualified on an incentive rated classification, must complete the prescribed rate progression. Recently hired employees who are transferred to another position prior to the completion of the rate progression on their original job will transfer at an increment level in the new hire rate progression on the job they move to.

(D) New Hire Wage Progression

1. All employees hired by the Company on or after August 1, 1997 shall be subject to a thirty-six (36) month wage rate progression. Under this progression scale, a work service factor will be applied to final pay amounts during the first three (3) years of employment according to the following scale:
(70%) of final pay for the first 6 months of employment;
(75%) of final pay for months 7 through 12 inclusive;
(80%) of final pay for months 13 through 18 inclusive;
(85%) of final pay for months 19 through 24 inclusive;
(90%) of final pay for months 25 through 30 inclusive;
(95%) of final pay for months 31 through 36 inclusive.

At the beginning of the 37th month of employment, the work service factor will be set at 100%, and will remain at this level for the remainder of the employees' tenure. Changes in the work service factor will be made with the start of the first pay period week following completion of each subsequent six (6) month period of employment.

2. For all purposes under this new hire wage progression, "final pay" shall be defined as all payments or forms of payment received by the employee. Final pay shall include:

- Wages
- Incentive earnings
- COLA
- Shift premium
- All pay for time not worked (e.g., including holiday, vacation, jury duty, funeral pay, military leave, compensation hearings, etc.)
- S & A payments
- SUB
- Supplemental Worker's Compensation
- Union hours

3. The new hire wage progression described herein applies to all plant bargaining unit job classifications.

4. If the Company determines that the seventy percent (70%) starting pay rate is inadequate to attract new employees, the Company may, at its own discretion, raise said rate for such employee(s) and adjust the six (6) month increase percentage rate proportionally over the thirty-six (36) month progression schedule.

It is also understood that the Company may at its discretion, adjust upwards as necessary the starting rate for new maintenance employees if warranted by local labor market conditions.

5. The work service six month progression time periods will be extended for any employee who is absent for thirty (30) consecutive calendar days or more. The extension shall apply only to the progression period the employee was in when the absence started and the extension period shall be equal to the duration of the absence.

(E) When an employee transfers to a new job classification by bid, he/she shall be paid the transfer rate for the applicable Labor Grade and be subject to automatic progression to the fixed rate through twenty-five cents (\$.25) increases each twenty-eight calendar days following transfer. When an employee is bumped to a new job classification, he/she shall be paid fifty cents (\$.50) less than the fixed rate of the job and be subject to automatic progression through twenty-five cent (\$.25) increases each twenty-eight calendar days following the bump.

(F) Labor Grade Structure

- (1)(a) The labor grade position of each job is guaranteed and will not be changed unless the change in job content justifies assigning the job to another labor grade.
- (b) Graded jobs (new or revised) shall be assigned to a labor grade by comparison to agreed upon point system.
- (2) When a change in job content is made or a new job established, the Division Chairman and Time Study Representative shall be given a written notice (Request for Job Study) and this request shall have the effective date of job establishment or content change.

- (3) The Company will provide the Union President, Union Division Chairman and Time Study Representative with a copy of the new or changed job description showing the assigned labor grade within thirty (30) days of the Request for Job Study.
- (4) If no notice is received from the Union within thirty (30) working days after issuance of Job Description and assigned labor grade, it will be assumed that the Union is in agreement with the job description and the assigned labor grade.
- (5) If a grievance is submitted to arbitration, the Arbitrator shall be limited in making his determination by comparison of the job in question to the agreed upon point system.

Section 7.02 - Time Standards

(A) Time Standards will be established by the Company.

(B) The Time Standards will be established so that: A qualified Operator following the prescribed method exerting average skill, effort and application of job will attain Base Rate performance (100% make out). As a qualified Operator following the prescribed method develops or applies greater skill, effort and application to the job, the incentive opportunity will increase on a direct ratio basis, subject to the following limitation:

- (1) Time Standards will be established for prescribed method, and will reflect average or normal conditions. Should there be any recognizable changes in materials, methods, operating conditions, processes, quality requirements or equipment, the job will be reviewed and/or restudied to reflect the changes in time standard.

(C) All work and Idle Time shall be recorded on the Time Standard sheets as follows:

- (1)** All work elements within a machine cycle to be listed and proper times shown.
- (2)** All Idle Time within a cycle to be listed and proper times shown.
- (3)** All element times concurrent within a cycle shall not exceed 100%.

(D)(1) Time Standards, once established will be guaranteed and will not be changed unless there is a recognizable change in materials, methods or processes or unless a recognizable clerical or computational error has been made in establishing the rate. When a change in method occurs, such as a permanent revision of feeds, speeds, tools, equipment, fixtures, plant layout, quality specification or working conditions, only those elements affected by the change will be changed in the Time Standards.

- (2)** The Time Standards established for these retimed elements will provide the same incentive earnings opportunity if the operator works with the same effort and skill as he did on the previous standards.
- (3)** Where a rearrangement of equipment or machinery or a change in method, materials, tools, equipment, machinery or specifications occur on a pool, crew or individual job and such change effects the operation that was the limiting factor in determining the production and incentive make out of the job, the new time standards will provide the previous incentive make out of the job, if the pool, crew or individual works at the same skill and effort as on the previous operation.

On any operation where the above provision has been applied to maintain the previous incentive make out, the incentive make out of any pool, crew or individual on the rearranged job cannot exceed the level established by them prior to the change, unless their previous level of incentive make out was less than the job average, in which case they would be permitted to earn up to the job average at the time of the change.

Similarly, if the restriction is removed, the time standards will be revised and the limitation on earnings removed. It is understood that the level of incentive make out to be provided is the overall average incentive make out of the pools, crews, or individuals on the affected job.

- (E)(1)** Any Time Standard, once established, may be examined or questioned at any time by the employees concerned or their representatives. The Company must check or verify the questioned standard by stop watch reading.
- (2)** The Union reserves the right to witness the re-study of a job under question, as well as the right to call upon its own Time Study Engineer to refute or confirm the accuracy of a Time Standard under question.
- (3)** The Company will allow the appointed Union Time Study Representative, or his appointee, off his job forty (40) hours per week whenever the plant is scheduled and paid A.S.T.H.E. or A.E.I.R., whichever is higher, for making practice studies approved by the Company, restudy of a job under question, making production studies, investigating labor grade

disputes, working up the results of any such studies, and investigating payment disputes, including preparing proper payment when approved by the Company.

- (F)(1)** Any disputes arising over Time Standards or tasks established for jobs are subject to the established grievance procedure including arbitration. If the settlement of a Time Standard grievance results in a changed Time Standard, the new standard will then be put into effect, except that if it is higher it will be made retroactive to the date of issuance of the questioned standard. If the settlement of a day work task grievance results in a higher rate for the task, the effective date shall be the date of change of the task.
- (2)** If any dispute regarding Time Standards is submitted to arbitration, the Arbitrator is limited to ruling on the Time Standard under dispute.
- (3)** Upon request, pertinent time study data and other information used in determining any new, revised or protested labor standards will be made available to the Union for inspection in the company offices and at scheduled meetings between the Company and Union. Upon request, such data and other information will be copied or duplicated and furnished to the Union with the understanding that confidential information and information not pertinent to the standard will not be included in the copy. Information furnished will not be disclosed to any party not directly concerned with the problem.

Section 7.03 - Administrative Policies - Wage Plan

The following basic general policies will govern the administration of the Dunlop Standard Hour Wage Plan.

(A) The Company will establish time standards for individual operations and/or groups of operations.

(B)(1) When it is necessary to establish piece work rates or standards on new or changed operations, the Company shall furnish a copy of all new or changed job methods of sequences to the Union Division Chairman of the department so that he may review how the Company wants the job performed.

(2) The Union Representative and the employee involved will be informed whenever an Industrial Engineer is establishing or checking a standard, taking a production study or making a sequence check.

(C)(1) The Union Division Chairman and the Committeeman of the department affected will be notified of new time standards or changes in existing time standards. Changes will become effective on the date of issuance of the time standard or standards.

(2) All operators or group of operators including new employees and transferees will be notified of their time standard in standard hours per 100 units as well as units required per hour to earn base rate (100%). They will be instructed on the job method and sequence before their time standard becomes effective.

(3) Operators will be given three (3) work days notice before the issuance of standards on a new job or on a job that has been placed on an off standard basis for revision due to a change in materials, methods or processes.

(D)(1) Earned hours will be calculated on the payroll day basis by multiplying pieces produced by the standard time for the operation.

(2) Wage payment for hours worked on incentive will be calculated by multiplying the operator's incentive key sheet base rate by his earned hours.

(E) Average Earned Incentive Rate (AEIR) will be the rate determined by dividing the earnings on incentive work without overtime, shift bonus or any other premium for the payroll quarterly period thirteen (13) weeks by the actual hours worked on incentive for the same period (earnings produced by an employee on an extra overtime job other than his regular job or station shall not be included in the earnings for the computation of Average Earned Incentive Rate). The figure thus computed will be applicable for the succeeding payroll quarterly period (13 weeks) effective the third payroll week after the end of each quarter. A.E.I.R. shall not be allowed to exceed 135% level.

(F)(1) A minimum of 104 incentive hours of a payroll quarterly period are required to establish an AEIR and when the minimum hourly requirement is not met, the next previous payroll quarterly period that meets this requirement will be used to compute the AEIR.

(2) In the case of the four (4) major officers of the Union and Members of the Union Negotiating Committee, if the minimum requirement is not met, actual incentive hours shall be used for Average Earned Incentive Rates.

(G) All incentive workers will be notified of their new AEIR during the third week of each payroll quarterly period.

(H) Average Earned Incentive Rate as computed above for the thirteen (13) week period will be used for each quarterly period wherever the payment of Average Earned Incentive Rate is called for in this Agreement.

(I) Whenever a condition requiring the payment of Average Earned Incentive Rate arises in the case of an employee who has qualified as an incentive worker but has not yet been qualified for a full thirteen (13) week quarter, the AEIR for the previous day shall be used until the second week following the first calendar week the employee averages on or above the expected incentive make-out of 125%. From this until the employee qualifies for a full 13 week A.E.I.R., a weekly A.E.I.R. will be used from the second week prior.

(J) An employee on an off standard job who has completed the training period and who would under normal conditions be considered a qualified incentive worker, shall be paid the Average Earned Incentive Rate of the job when his output equals the average output of the qualified incentive workers being paid Average Earned Incentive Rate on an off standard basis or a proportion of the AEIR determined by his average output in terms of the average output of the qualified incentive workers.

(K) A utility employee filling in on an incentive job and experiencing conditions while working on the job that require payment of A.E.I.R., or 95.0% of A.E.I.R., and who does not have either rate established based on the previous day's earnings on this job will be paid the applicable A.E.I.R., or 95.0% of AEIR, based on the instant day for these conditions.

(L) When an employee works overtime on a job other than his own, and experiences conditions requiring payment of A.E.I.R., or 95.0% of A.E.I.R., he will be paid the rate of the job (for A.E.I.R. items) or 95.0% of A.E.I.R. for applicable payment items.

(M) Crew Station Average Earnings for crews will be determined by multiplying the job labor grade incentive base rate of each station in the crew by the average percent of incentive make out attained by the crew during the previous quarterly payroll period (13 weeks). The figure thus computed will be applicable for the succeeding payroll quarterly period (13 weeks), effective the third payroll week after the end of each quarter.

(N) Average Earned Incentive Rate will be paid individual incentive operators and established work station average earnings will be paid to members of a crew under the following conditions:

- (1)** For time spent at the request of the Company in the instruction of another operator.
- (2)** On experimental and development work on which no incentive standard has been set. Experimental or development work will be so identified and specifically assigned as such by the supervisor.
- (3)** When an operator transfers temporarily at the request of the Company from his regular job to perform other work.
 - (a)** It is understood and agreed that in covering a job at Company request, first consideration will be given to the efficient operation of the department and the job will be covered by

the person having the most seniority provided he can be best relieved from his regular work.

(b) If the current earnings of an operator transferring as above, or his incentive earnings or the full hourly rate on the job to which he transfers, exceeds his Average Earned Incentive Rate, or Full Hourly Rate, the higher rate shall be paid.

(c) Operators who are out of stock and are directed by the supervisor to obtain stock so he can resume production will be considered and paid as a temporary transfer under this paragraph (N) of Section 7.03 for the time required to obtain the material.

(4) For time specified to cover paid lunch periods and paid relief time.

(O) Time Lost Due to Mechanical Breakdown, Stock Shortage or Abnormal Stock Conditions

For time lost in excess of six (6) minutes accumulative per day caused by mechanical breakdown, stock shortage or abnormal stock conditions that affect the daily earnings, incentive operators will be paid the downtime rate of the job. The downtime rate for each incentive job shall be 95.0% of A.E.I.R. of the current average earned incentive rate paid the individual qualified incentive operators. If all the operations, or substantially all of the operations, in a department are affected by a major mechanical breakdown, or stock shortage, or if such operations are suspended due to conditions beyond the control of the Company, such as fire, flood, tornado, etc., employees will only be eligible for delay time up to the time they are sent home.

Under the conditions of the above paragraph, there shall be no guarantee to provide work for the employees involved to complete the shift. It is understood, however, that available work will be offered to the employees affected in seniority order at the rate prevailing for that work.

(P) Payment For Off Standard Incentive Work

When it is necessary to place an incentive operation on an off standard basis, due to a change in materials, methods or processes, or when a change in method occurs such as revision of feed, speeds, tools, equipment, fixtures, plant layout, quality specification or working conditions, qualified incentive workers will be paid the off standard rate of the job. The off standard rate of each incentive job will be 95.0% of A.E.I.R. of the current Average Earned Incentive Rate being paid the qualified incentive operators. Operators must demonstrate incentive work effort during the "off standard" period to qualify for the off standard rate. If incentive standards are not reinstated within six (6) months from the date the job was declared to be off standard the job will be paid for at the off standard rate or Expected Incentive Earnings (125%) of the job labor grade, whichever is greater, at the completion of the six (6) month period. If the output during this "off standard" period measured in terms of the new time standards when established exceeds the 95.0% of Average Earned Incentive Rate paid, the higher earnings shall be paid on a retroactive basis.

(Q) The following hourly rate will be paid to employees for time spent at meetings requested by Management, before or after working hours:

- (1) Incentive Workers - Current Average Earned Incentive Rate or Guaranteed Minimum Hourly Rate - whichever rate is the greatest.**

- (2) Hourly Workers - Actual Hourly Rate or Transfer Rate - whichever rate is the greatest.**
- (3) Maintenance, Technical, Production Planning and Warehouse Office Employees - Actual Hourly Rate or Transfer Rate - whichever rate is the greatest.**

(R) Whenever a condition exists which the operator believes requires the application of an auxiliary rate, he shall immediately report such condition to his supervisor. If the abnormal condition is such that the auxiliary rate is not applicable, or there is no auxiliary rate, the supervisor will, if the condition warrants, declare the job off standard.

(S) Reestablishing Average Earned Incentive Rate on a Job Affected by Major Equipment Change.

An employee on a job that is declared to be off standard due to a major change in equipment will follow the procedure outlined below to reestablish his Average Earned Incentive Rate:

- (1)** For the balance of the thirteen (13) week period following the effective date of the new time standards, he will be paid the Average Earned Incentive Rate held at the time of going off standard wherever Average Earned Incentive Rate is called for in this Agreement.
- (2)** Beginning with the normal effective date of the next thirteen (13) week Average Earned Incentive Rate, the employee's new Average Earned Incentive Rate will be established and paid as follows:

Section 7.05 - Computation of the Average Straight Time Hourly Earnings For the Work Week

(A) The Average Straight Time Hourly Earnings for the Work Week (A.S.T.H.E.) shall be computed by dividing the total straight time earnings for the week by the total hours worked in the week.

(B) A.S.T.H.E. will include the amount of any general wage increase or cost of living allowance which became effective since the period used for computation.

Section 7.06 - Overtime Premium Pay

(A) For department(s) on a Seven Day Schedule, double-time shall be limited to work performed on a Holiday. In no event shall time and one-half be paid in addition to double time.

(1) For double time payments, the premium for the hours worked shall be paid at one (1) times the A.S.T.H.E.

(B) Time worked on a Holiday in excess of twelve (12) continuous hours will be compensated at the rate of triple time for the hours above twelve (12).

(C) A Holiday is defined as a twenty-four (24) hour period from 7:00 a.m. to 7:00 a.m.

(D) Only hours worked in an excess of forty (40) hours in a weekly pay period will be compensated at time and one-half.

(E) Hours not worked by a scheduled employee on a designated holiday, but compensated for, shall be counted as time worked for the purpose of computing overtime hours worked in excess of forty (40) hours per week. For Holidays falling on an employee's regular day off, the unworked holiday hours shall not be included as hours worked for the purpose of computing overtime.

(F) When two (2) or more types of overtime or premium compensation are applicable to the same hours worked, only one (1) - the greater - shall be paid. In no case will overtime or premium compensation be duplicated or pyramided.

(G) If an employee is absent a part, or all, of a scheduled work day, or days within the scheduled standard work week of the payroll period, and evidence is presented that the absence was a contractually recognized absence, then the amount of time off due to the absence will be counted towards the forty (40) hour requirement for overtime purposes. Permission, leave of absence, and disciplinary leave is not contractually recognized time off. Loss of work due to a first day injury will be counted towards the forty (40) hour requirement for overtime purposes.

For time and one-half payments, the premium for the hours worked shall be paid at one-half time the A.S.T.H.E.

Section 7.07 - Shift Premium Pay

(A) *Shift premium pay shall be eighteen cents (\$.18) per hour for "B" shift and twenty-four cents (\$.24) per hour for "C" shift.*

12 hour continuous operation

Shift premium pay shall be twenty-eight (\$.28) cents per hour for "C" and "D" shifts (will be paid on the hours of 7:00 p.m. - 7:00 a.m. - premium time applies)

(B) Overtime payments will apply to shift premium pay.

Section 7.08 - Pay For Time Lost Due to Injury

(A) Day of Injury shall be defined as the first day an employee, injured in the plant, suffers an actual loss of earnings due to the injury.

(B) An employee injured in the factory who is treated in a hospital or sent home for the balance of the shift shall be paid his Averaged Earned Incentive Rate or his current hourly rate in the case of a daywork employee, inclusive of shift bonus, for the balance of the shift hours except that total hours paid for the day inclusive of worked time shall not exceed *eight (8) hours*, or twelve (12) hours for twelve hour schedule.

Notwithstanding the above, an employee who is injured after he has completed his scheduled shift and is working overtime shall be paid his Averaged Earned Incentive Rate or his current hourly rate in the case of a daywork employee for the balance of the scheduled overtime hours.

(C) If an employee works on a lower rate for the balance of the shift hours because of such injury, he will be paid his Average Earned Incentive Rate or his current hourly rate in the case of a daywork employee for the balance of the *eight (8) hour shift*, or twelve (12) hour shift, (whichever is applicable), on the day of injury only. If overtime hours are worked, the rate paid shall be the rate of the job.

(D) An employee injured in the factory who is treated in the First Aid Department and returns to work the same shift shall be paid his Average Earned Incentive Rate or current hourly rate in the case of a daywork employee for the time spent in the First Aid Department.

(E) Time spent in the First Aid Room shall also be interpreted to mean treatment in a doctor's office or hospital during the normal *eight (8) hour* working shift, or twelve (12) hour shift, (whichever is applicable), either directed and authorized by the Company Medical Department or directed and authorized by the State Compensation Board of the insurance carrier. It is understood that in the latter case as far as possible such treatment will be arranged for other than working hours.

Section 7.09 - Pay For Time Spent in First Aid Due to Illness

(A) An employee reporting to the Medical Department because of non-occupational illness shall be paid his Average Earned Incentive Rate or current hourly rate in the case of a daywork employee for the time spent in said department.

(B) An employee authorized to go home because of illness shall be paid to the time of such authorization.

(C) It is understood and agreed that from time to time the serious nature of an illness may require an abnormal amount of time to be spent in the Medical Department. Such cases will not be covered in the above provision except as mutually agreed by the Union Grievance Committee and representatives of Management.

Section 7.10 - Paid Twenty (20) Minute Lunch Period

All employees covered by this Agreement shall receive a twenty (20) minute paid lunch period during the standard eight (8) hour work shift.

12 hour continuous schedule

The employees will be allowed the following allowances for breaks and lunch:

- ten (10) minutes
- twenty (20) minutes
- ten (10) minutes
- twenty (20) minutes
- ten (10) minutes

If working over additional four (4) hours, will be paid additional twenty (20) minutes and ten (10) minutes breaks and lunch.

An employee working an eight (8) hour block shall receive for breaks and lunch ten (10) minutes, twenty (20) minutes, and ten (10) minutes.

Section 7.11 - Cleanup Allowance

Employees in Departments 701, 703, 779 will be paid an allowance for cleanup purposes, and in addition employees in Departments 771, 745, 768, 705, and 783 who as a result of being required to perform work in Department 701, employees assigned to Light Duty work in Department 701.

This allowance will be paid once per working day only and is based on payment equivalent to twenty (20) minutes at the fixed rate of the job.

Cleanup time payment allowance is not to be included in determining Average Earned Incentive Rate, or work station average earnings.

Section 7.12 - Jury Duty Pay

(A) Any employee who is required to serve in any court created by the Constitution of the United States or of the State of Alabama (or any other state), shall receive an amount equal to *eight (8) times*, (or twelve (12) if a twelve hour schedule), his Average Earned Incentive Rate for an incentive worker, or his current hourly rate in the case of a day work employee, less the fee or compensation, if any, he received for serving as such juror, whenever such service requires loss of time on a regularly scheduled work day. An employee required to report at a specific time for examination as a prospective juror shall be compensated as provided above to the extent he is required to lose time from work for such examination. When the examination exceeds *four (4)*, (or six (6) if a twelve hour schedule), hours the prospective juror shall be considered on the "A" shift and shall be compensated for the entire *eight (8) hours*, (or twelve (12) if a twelve hour schedule). The examination notice is to be shown to the employee's supervisor within twenty-four (24) hours of receipt of notice.

(B) Employees selected for jury duty who are on other than the day shift shall be considered as having been scheduled for the day shift.

An employee on the "C" shift who has been held over on Thursday past the normal hours of jury duty will be allowed the option of working on the following "A" shift work day.

12 hour continuous schedule

Employees selected for jury duty who are on other than the day shift shall be considered as having been scheduled for

the day shift. An employee on the "C" or "D" shift who has been held over on Thursday past the normal hours of jury duty will be allowed the option of working on the following "A" or "B" shift work day.

(C) In order to be eligible for the above payment employees must:

- (1)** Notify their supervisor and exhibit the summons to report, on the next work day after receipt of such summons.
- (2)** Furnish a written statement from the appropriate public official, showing the date and time served and the amount of fees or compensation paid, if any.

Section 7.13 - Emergency Call-In Pay

Employees called to work at a time other than their regular shift by reason of emergency work shall receive at least four (4) hours pay. This guarantee of four hours does not apply to employees called in within three (3) hours in advance of their scheduled shift who continue to work their scheduled shift. All time not worked during the four hour period shall be paid for at straight time. All time worked beyond forty (40) hours in a payroll week will be paid at time and one half. Time worked less than forty (40) hours in a payroll week will be paid for at straight time.

Section 7.14 - Holiday Pay

(A) Designated holidays shall be New Year's Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, the Day before Christmas, Christ-

mas Day, the Day before New Year's Day and the Employee's Birthday. The Birthday holiday may be scheduled in conjunction with a plant shutdown. The Company will notify the Union no later than January 1 of each calendar year regarding the application of the Birthday Holiday. If the Company does not schedule the Holiday as part of a shutdown, the holiday will be utilized as a vacation day to be scheduled in accordance with the provisions outlined in Article VIII and Memo 1 regarding the scheduling of vacations.

This birthday holiday shall be applied as follows for the term of this contract:

1997 December 26, 1997

1998 Birthday Floating Holiday

1999 Birthday Floating Holiday

2000 July 5, 2000

(B) Each employee will be paid at straight time for these holidays, and holidays that fall on unscheduled work days within shutdown period, at a daily rate computed at eight times his hourly rate inclusive of shift bonus.

(1) For employees assigned to eight-hour operations, the hours of payment shall be equal to the standard eight (8) hour shift.

(2) For employees assigned to twelve-hour operations, the hours of payment shall be:

(a) In the case of any holiday falling in a vacation shutdown period, eight (8) hours if it would have been a nonscheduled day and twelve hours if it would have been a scheduled day.

(b) In the case of holidays not falling in a vacation shutdown period:

(i) Twelve (12) hours in the case of a holiday falling on one of his regularly scheduled work days.

(ii) Eight (8) hours in the case of a holiday falling on one of his regularly scheduled days off.

(C) Payment of holiday pay will be subject to the following conditions and requirements:

- (1) When a holiday specified in this Article falls within an eligible employee's vacation period, he shall be paid for such holiday.**
- (2) An employee shall not be eligible for such payment if he fails to work the last scheduled shift before the holiday, and the first scheduled shift after the holiday unless evidence is presented that the absence was justified and reasonable.**
- (3) Employees must have thirty (30) calendar days service to be eligible for such payment.**
- (4)(a) In the event of two (2) consecutive holidays, an employee shall not be eligible for pay for the first of the two (2) holidays if he is absent from work on his last regularly scheduled shift prior to the holiday, or shall not be eligible for pay for the second holiday if he is absent on his first regularly scheduled shift after the second holiday without being previously excused by his supervisor or without presenting evidence that his absence was justified and reasonable.**

- (b) *When a recognized holiday falls on a Friday or Monday, the intervening Saturday will not be considered a scheduled production day. The above shall apply except as the services of eligible employees are required in the Shipping Department. When essential maintenance work is required on a Saturday following a Friday holiday or prior to a Monday holiday it is agreed that qualified employees will cooperate on a voluntary basis to make themselves available to the extent of the number of employees required.*

It is also agreed that the provisions of Article XI, Section 7 (Outside Contractors) will be waived for the work week containing the Saturday.

- (c) When essential maintenance work is required on a holiday it is agreed that the provisions of Article XI, Section 7 (Outside Contractors) will be waived for the work week.
- (5) Employees who accept work assignments on a holiday and absent themselves on that day will not be eligible for any payment for the day unless evidence is presented that his absence was justified and reasonable.
- (6) Employees who leave work pursuant to an approved sick leave or leave of absence up to thirty (30) calendar days prior to a holiday or who return to work after an approved sick leave or leave of absence within thirty (30) calendar days of a holiday shall be paid for such holiday.

Employees eligible for Holiday pay under this provision and who are also eligible for disability benefits under Section C or D of Part V of the Agreement on Pension, Service Award and Insurance Benefits shall have the amount of such benefits payable for the day of the Holiday deducted from the Holiday benefit otherwise payable.

- (7) An eligible employee who returns to work in a holiday week, or in the week following the week in which the holiday occurred, shall be paid holiday pay.
- (8) An eligible employee laid off or retired during the week prior to the holiday week, or during the week the holiday occurs, shall be paid holiday pay providing he works his last scheduled shift.
- (9) In the event of an employee's death, any holiday pay to which he would have been entitled during the week in which the death occurs shall be paid to his beneficiary. If he has no beneficiary, such holiday pay shall be paid to the decedent's estate.
- (10) An eligible employee who leaves work to enter the Armed Forces up to thirty (30) calendar days prior to a holiday or is reinstated from the Armed Forces within thirty (30) calendar days of a holiday, shall be paid for such holiday.
- (11) An employee who is eligible to receive holiday pay and who is required to serve on a municipal, county, federal jury or grand jury on such holiday will not have jury duty pay deducted from his holiday pay.

However, such employee may elect to defer the time off for the holiday(s) until his first scheduled shift immediately following the jury duty, provided he notifies his foreman of his desire to do so in sufficient time for the foreman to secure a replacement.

Section 7.15 - Pay For Compensation Case Hearing

(A) Whenever an employee loses time during his scheduled work day due to required attendance at a hearing of the Compensation Case or deposition scheduled by the attorney representing the Company regarding an injury suffered at this plant, he shall be compensated for the hours lost at Average Hourly Incentive Rate if an incentive worker, or current hourly rate in the case of a daywork employee, not to exceed a maximum of six (6) hours.

(B) This clause shall become invalidated if coverage for time lost at Compensation Case hearing shall be provided by law.

Section 7.16 - Military Training

(A) An employee (with seniority) who is a member of a reserve component of the Armed Forces, who is required to enter active annual training duty or temporary special services, shall be paid the difference between the amount of pay he received from the state or federal government for such duty and normal daily earnings for time lost while on such duty up to a maximum period of twenty (20) days each government fiscal year. His normal daily earnings shall be calculated by multiplying his hourly rate, or if he is an incentive employee, his A.E.I.R. by the number of hours in his regularly scheduled work shift. Such items as subsistence, rental and travel allowance shall not be included in determining pay received from state or federal government. Military Pay received for days which are not included in the

calculation of the employee's normal weekly earnings shall be disregarded in computing make-up pay under this provision.

(B) An employee who meets all the qualifications of A., above, who is required to perform weekend military service shall be compensated for the time lost on Saturday, but the total payment under this Section shall be subject to the twenty (20) day limitation provided in A., above. The employee shall be paid the difference between the amount of pay he receives from the state or federal government for such weekend duty and his normal daily earnings calculated by multiplying his hourly rate, or if he is an incentive employee, his A.E.I.R., by the number of hours in his regularly scheduled work shift.

Section 7.17 -Military Service-Physical Examination

When an employee loses time during his scheduled work day due to required attendance for a physical examination prior to entering the Military Service, he shall be compensated for the hours lost at Average Earned Incentive Rate or current hourly rate in the case of a daywork employee not to exceed a maximum of eight (8) hours. These employees will be considered on the "A" shift and will be paid per occurrence or for each examination.

Section 7.18 - Funeral Pay

(A) An employee with seniority who suffers a death in his family shall be entitled to funeral pay in accordance with the following:

- (1)** If the employee is absent from work due to death of his parent (including step-parent), child (including those legally adopted), step-

child, spouse, grandparent, (including spouse's grandparent), step-grandparent (including spouse's step-grandparent), great-grandparent (including great-grandparent of spouse), grandchild, daughter-in-law, son-in-law, sister-in-law, brother-in-law, mother-in-law (including step-mother-in-law), father-in-law (including step-father-in-law), brother (including step brother and half-brother), sister (including step-sister and half-sister), or dependent who lives in his household, he will be paid for the time lost from his regular scheduled work shift up to a maximum of twenty-four consecutive working hours.

Employees working 12 hours per day on a seven (7) day continuous operation who are absent from work because of the death of a family member as listed above who is scheduled for work during the next three (3) calendar days immediately following the day of the death will be paid for up to a total of the thirty-six (36) hours, excluding any time worked during this thirty-six (36) hour period.

In the application of this clause with respect to in-laws, payment for any such relationship will be limited to those resulting from the employee's current marital status. Where a marriage has been terminated by death and there has been no subsequent remarriage, the in-law relationships will be recognized.

With prior approval by the Industrial Relations Department, exceptions to the consecutive work day requirement may be made in cases of proven compelling circumstances.

- (2) The rate of pay for each day shall be *eight (8) times*, (twelve (12) if twelve hour continuous schedule). Average Earned Incentive Rate, if an incentive worker, or his current hourly rate in the case of a daywork employee.
- (3) An employee on vacation will be eligible for payment under this provision in the same manner as an employee who is working when the death occurs. However, such employee may extend his vacation by the number of days he is eligible for payment under this provision provided he notifies his foreman promptly of the funeral and in sufficient time for the foreman to secure a replacement. If he does not extend his vacation, he shall be paid for the maximum number of days provided hereunder. In the application of this paragraph, an employee will be considered to be on vacation at the completion of his last scheduled shift prior to the beginning of his vacation.

ARTICLE VIII VACATIONS

Section 8.01 - Eligibility and Vacation Pay

(A) The vacation period covers the entire calendar year from January 1st to December 31st.

(B) Employees on the active payroll on December 31st or the end of the Company's fiscal year, whichever is earlier, shall receive vacation with pay in accordance with the following:

- (1)** Employees who complete one (1) year of service during the calendar year shall receive *two (2) weeks*, (eighty (80) hours for twelve hour schedule), of vacation with pay.
- (2)** Employees who complete five (5) years of service during the calendar year shall receive *three (3) weeks*, (one hundred twenty (120) hours for twelve hour schedule), of vacation with pay.
- (3)** Employees who complete ten (10) years of service during the calendar year shall receive *four (4) weeks*, (one hundred sixty (160) hours for twelve hour schedule), of vacation with pay.
- (4)** Employees who complete twenty (20) years of service during the calendar year shall receive *five (5) weeks*, (two hundred (200) hours for twelve hour schedule), of vacation with pay.
- (5)** Employees who complete twenty-five (25) years of service during the calendar year shall receive *six (6) weeks*, (two hundred forty (240) hours for twelve hour schedule), of vacation with pay.

12 hour continuous schedule

The employee's vacation time will be determined by the proper number of eligible hours. Vacation must be scheduled as full scheduled day. Fractional day vacation hour allowances must be scheduled as full scheduled days, that portion of the day equal to the vacation allowance will be paid as vacation with the balance of the day being treated as permission. Employees may choose to receive pay in-lieu for the hours of fractional day vacation allowances.

(C)(1) Each week of vacation pay shall be 2% of the previous calendar year's gross earnings. Included in the gross earnings is the total money paid to the Union members by the Union for working hours lost due to official Union activity, total money paid through the Supplemental Unemployment Benefit Agreement, Worker's Compensation and S&A Benefits paid through the Pension, Service Award and Insurance Benefits Agreement.

(2) Forty (40) hours times the employee's fourth quarter Average Earned Incentive Rate, if an incentive worker, or fixed rate in case of a daywork employee in the production unit.

(3) Forty-six (46) hours times the employee's fourth quarter job classification rate for employees in the maintenance unit.

(D) In the event an employee dies before he has completed the vacation to which he would have been entitled, his vacation pay shall be paid to his life insurance beneficiary on file in the Human Resources office. If he has no beneficiary, such vacation shall be paid to the decedent's estate.

(E) Employees entitled to a vacation who are laid off, resign, or discharged shall be entitled to vacation pay at time of exit.

(F) Employees with the approval of their supervisor may elect to receive vacation pay in lieu of taking vacation time.

Vacation payment in-lieu requests may be made during the first week of the year but payment will not be made prior to the 4th payroll week of the year.

(G) In scheduling vacations, senior employees will be given preference in the selection of vacation weeks. Seniority used for vacation preference is Company seniority - that is total working time with Dunlop.

(H) In addition to any vacation to which he is entitled pursuant to the above eligibility provisions, an employee who is retired on early or normal pension, or who is retired on a Disability Pension, will be entitled to vacation pay based on the applicable percentage of his actual gross earnings in the current calendar year as follows:

Completion of 10 years of Service - 4 weeks - 8%

Completion of 20 years of Service - 5 weeks - 10%

Completion of 25 years of Service - 6 weeks - 12%

(I)(1) *Employees who have scheduled a full week or weeks of vacation will not be scheduled on the preceding Saturday of the vacation.*

(2) *The Company will allow the employee with a day of split-week vacation on Friday to be off with permission on Saturday. An employee with a day of split-week vacation on Monday will be allowed off with permission on the preceding Saturday if his job can be covered. The*

number of employees who schedule the Friday and/or Monday will determine the availability of Saturday as a day of vacation.

Section 8.02 - Split Vacation

(A) An employee who is entitled to vacation in excess of the scheduled vacation period, may elect to split two (2) of the excess weeks, (eighty (80) hours for twelve hour schedule). Employees who are eligible for three (3) or more weeks of vacation and are required to work during the scheduled vacation periods in accordance with Article VIII, Section 8.03 (C), may elect to split two (2) weeks, (eighty (80) hours for twelve hour schedule), of their vacation. Arrangements for a split-week vacation must be made in advance in the same manner as requests for a full week vacation. All eligibility for the initial split week vacation must be exhausted prior to any utilization of an additional split week.

(B) *Employees who arrange for a split week will receive a full week vacation check during the week prior to the days that are first taken as vacation. Employees who are granted a day of vacation will have the option of one-fifth of their weekly vacation money for that day of vacation. Employees who do not schedule all of their eligible vacation days during the calendar year will be paid in-lieu at the end of the year for days neither taken or paid. Arrangements for the days of the split vacation week must be made in advance and the time off will be scheduled in the same manner as a full week of vacation.*

Section 8.03 - Plant Shutdown Periods

(A) The Company may schedule shutdown periods for all or part of the plant to accommodate necessary maintenance, repair, installations and vacation. The Company

must post a general notice at least sixty (60) days in advance, but no later than January 1, 1999 regarding 1999 shutdown(s) and January 1, 2000 regarding a 2000 summer shutdown. No more than a total of two shutdown periods may be scheduled in a calendar year. It is not the intent of this section to schedule a shutdown week in such a manner as to eliminate a negotiated holiday.

(B) All employees eligible for vacation must save enough vacation to use during the posted shutdown period(s).

(C) The above shall apply except as the services of eligible employees are required in the Receiving, Shipping, Maintenance, and Sanitation Departments.

(D) When employees are required to work during the plant shutdown period(s), the Company will endeavor to provide vacation at a time which meets the desires of eligible employees.

(E) Any employee not eligible for vacation during plant shutdown will be offered general cleanup work before going to outside contractors, temporary help, or any other type of employment for the purpose of cleanup. This offering of work will be made to the Production Unit employees first in seniority order. Technical and Production Planning shall be considered as one group and will have this work also offered in seniority order after Production Unit has been offered the work.

(F) The Company may schedule the shutdown and start-up operations in a staggered fashion to accommodate production needs.

(G) The Company shall retain the right to schedule or not to schedule a summer and/or winter shutdown period following the 1998 calendar year, in accordance with the terms of this Section. If the Company schedules a winter shutdown it shall be from 7:00 A.M. December 23 through 7:00 A.M. January 2. If the Company schedules a summer shutdown, it will be during the month of June and/or July.

ARTICLE IX SENIORITY

Section 9.01 - General

(A) Seniority is continuous service with the Company, compiled by time actually spent on the payroll, plus properly approved absence or time laid off as specified in the terms of this Article. Employees who voluntarily resign or are discharged for cause terminate their seniority.

(B) New employees shall have no seniority status until they have completed sixty (60) calendar days of employment. At the end of this probationary period, seniority will date back to date of hire. The Company has the right to transfer or terminate the services of employees during the first sixty (60) calendar days of employment. Probationary employees are excluded from Job Progression.

(C) In circumstances where employees having the same seniority date are affected by seniority matters, the birth month and day of the employees shall determine their seniority. Application of this rule shall be with the earliest date of the calendar year being most senior.

(D) There are three (3) seniority units (Production, Maintenance, and Technical), each having separate seniority lists, and there shall be no infringement of one by the other.

(E) An employee with seniority who is interested in transferring from the Production Unit to the Maintenance or Technical Unit or vice versa and whose job application indicates the necessary qualifying experience will be considered for job vacancies that are no longer subject to the job posting procedure.

Employees interested in transferring into another unit must have a "Request for Transfer" card on file with the Personnel Department and must submit any documentation which will verify any qualifications that the employee may have.

To request a transfer to a specific vacancy the employee should sign the job posting for which they are requesting transfer. If the posting comes down as a "no bid" within its original seniority unit, the employee applying for interplant transfer and who has signed the posting will be considered for the opening.

Employees who transfer from one seniority unit to another are eligible to bid for or transfer to another job or seniority unit after they have completed twelve (12) months continuous service on the job secured by transfer.

(F) Seniority rights and privileges are terminated for the following reasons:

- (1) Discharge for Cause.
- (2) Quit.
- (3) Employees who have been absent for three (3) consecutive working days without notification to the Company will be considered as having quit without notice unless satisfactory evidence has been

submitted showing that the employee was unable to comply.

(4) Retirement.

- (5) Failure of a laid off employee to inform the Company of his intentions to return to work in accordance with conditions set forth in Article IX, Section 9.11 of this Agreement.**

(G) Definition of a Job

- (1) A job is a job for seniority, overtime and posting purposes when there are four (4) hours work per day and not less than twenty (20) hours per forty (40) hour week under the job title.**
- (2) When the above conditions are met or not met for two (2) successive weeks, the job will be reviewed to determine if a job does or does not exist for seniority or posting purposes. Work which totals four (4) or more hours per day may not necessarily have to be posted as a job, if said decision is made to provide work for employees who do not have a full day's work.**
- (3) When several different jobs make up a day's work and one of the jobs making up the day's work exceeds four (4) hours, then the job shall be posted "Job Title (Name of Job) plus Other Work" and seniority shall be accumulated on the Job Title.**
- (4) When normal production requirements provide eight (8) hours work on a "Job Title and Other Work" job for a two (2) week period, the "Other Work" will be dropped from the Job Title.**

(H) Production jobs or Station-initial job assignment or re-assignment. When job assignment or reassignment occurs at the same time for two or more employees in the same job classification who work for the same supervisor, the choice of available work will be made by seniority providing the employee is fully qualified to perform the chosen job.

(I) When a short work day or short week occurs, senior employees will be given the option to work or not on their job and shift. If no person accepts the work on the job, the junior qualified person on the job will be required to work.

(J) - Maintenance Work Jurisdiction

The Company and Union recognize that substantial changes are required and necessary to improve the flexibility and efficiency of the maintenance functions. Improvements in productivity and flexibility in the utilization of the maintenance craftsmen are essential based on the principles that no trade or craft "owns" work, that lines of demarcation between crafts and subclassifications are archaic and unjustified and that work must be performed in the most efficient and competitive manner. Consistent with these principles it is specifically agreed that:

- (1) Work performed by any maintenance classification or craft will be performed by any assigned maintenance employee to the best of their capabilities.**
- (2) Employees in the maintenance division classification may at the discretion of the company be assigned appropriate work in such maintenance classifications as needed without regard to current job station assignment or sub-classification.**

- (3) The Company shall develop a list of unskilled or semiskilled work which has been traditionally performed by the maintenance classifications such as painting, mounting ticket holders, clean out feedboxes. Upon mutual agreement with the Union this list may be periodically updated and this work may be reasonably assigned to production classifications or other non-maintenance classifications.

(K) Hourly Supervisors

The Company has the right to establish Hourly Supervisor Classifications.

Section 9.02 - Filling a Vacancy - Maintenance Unit

(A) Eligibility

- (1) Employees must have eighteen (18) months service from date of hire to bid for a job vacancy outside his classification.
- (2) Job Awards are effective on the day the job posting comes down from the plant posting board. Employees bidding for and awarded a job are eligible to bid on another job after they have completed twelve (12) months continuous service from the effective date of their prior job award.
- (3) Employees bidding for a job in another classification must have the necessary qualifying experience.
- (4) In determining qualifications for filling a job vacancy, all facts in reference to the employee's work record will be reviewed.

(B) Procedure

(1) A vacancy occurring on a job will be filled as follows:

The vacancy shall be posted on the Plant Job Posting Board for forty-eight (48) hours, excluding hours when normal operations are not scheduled. The qualified senior eligible employee who bids for the job shall be awarded the vacancy. The employee's name on the job posting notice shall signify his acceptance of the posted vacancy except that he may withdraw his bid any time within the period the job is posted.

An employee who is out of the plant due to a recognized absence on the day a job is posted, may have a Union representative sign for such job, if specifically authorized by the absent employee. In signing for the absent employee the Union representative shall sign the employee's name and his full name to the posting.

- (2)** To facilitate the job posting procedure, it is agreed that the job openings will be listed on the above bulletin boards. Interested, eligible employees will sign for these jobs on a duplicate posting in the Personnel Office between the hours of 7:00 a.m. and 5:00 p.m., or at other times in the vestibule in the main hall entering the Benefits Office.
- (3)** The job posting procedure shall be limited to a maximum of four (4) job postings including the original vacancy.

(C) Vacancy

When an employee has been absent from a job for six (6) calendar months or more, or when it is anticipated that such absence will continue for six (6) months or more due to medical leave of absence or any other inactive status under Section 9.11 (B), (C), (D), (E), or (G), the position shall be declared a vacancy and may be filled by the Company through temporary transfer in accordance with Section 6.09, with overtime or by posting the job for bid on a temporary basis. If the Company elects to fill the vacancy through a posting for a temporary vacancy, the following rules will apply:

1. The job posting notice will clearly state that the posting is for a temporary absence replacement position. Such temporary absence replacement positions will be subject to the following conditions.
2. The temporary absence replacement employee will assume the seniority rights of the absent employee, while on that job, for overtime shift and machine preference purposes. The selection of machine and shift preference will be made by the absent employee.
3. The successful bidder to the temporary absence replacement vacancy will remain in that position unless he successfully bids on a permanent vacancy in that same job or bids successfully on another job in which event the temporary absence replacement vacancy will be rebid.
4. In the event the absent employee returns to work he will displace the employee in the temporary absence replacement position irrespective of their

relative seniority. The displaced employee will then be subject to placement in accordance with the provisions of Section 9.09.

5. If a reduction in force occurs in that classification, the employee in the temporary absence replacement position shall be laid off when the seniority of the absent employee would have caused the absent employee to be laid off from their job. The temporary absent replacement would then be eligible for placement in accordance with Section 9.09.
6. In the event it is determined the absent employee will not return, the temporary absence replacement position will be declared a permanent position and will not be subject to reposting.

Section 9.03 - Filling a Vacancy - Production Unit

(A) Eligibility

- (1) Employees must have eighteen (18) months service from date of hire to bid for a job vacancy outside his classification.**
- (2) Job Awards are effective on the day that the job posting comes down from the plant posting board. Employees bidding for and awarded a job are eligible to bid on another job after they have completed twelve (12) months continuous service from the effective date of their prior job award.**
- (3) In determining qualifications for filling a job vacancy, all facts in reference to the employee's work record will be reviewed.**

(B) Procedure

(1) A vacancy occurring on a job will be filled as follows:

- (a) If the vacancy is an operator's station on a crew job, job progression will take place within the crew to fill the operator's station. If the operator's station is not filled by job progression, the job will be offered to department Utility employees in seniority order. A crew shall be defined as having two (2) or more employees, or the provision for the same, in separate classifications assigned to the equipment or the operation.**
- (b) Employees who accept an "operator's station" as a result of crew progression shall not be eligible to bid for another job until they have completed twelve (12) months continuous service on the operator's station.**
- (c) The vacancy resulting from (a) above, or a vacancy on a non-crew job, shall be posted on the Plant Job Posting Board for forty-eight (48) hours, excluding hours when normal operations are not scheduled. The qualified senior eligible employee who bids for the job shall be awarded the vacancy. The employee's name on the job posting notice shall signify his acceptance of the posted vacancy except that he may withdraw his bid any time within the period the job is posted.**

An employee who is out of the plant due to a recognized absence on the day a job is posted, may have a Union representative sign for such

job, if specifically authorized by the absent employee. In signing for the absent employee the Union representative shall sign the employee's name and his full name to the posting.

- (2) To facilitate the job posting procedure, it is agreed that the job openings will be listed on the above bulletin boards. Interested, eligible employees will sign for these jobs on a duplicate posting in the Personnel Office between the hours of 7:00 a.m. and 5:00 p.m., or at other times in the vestibule in the main hall entering the Benefits Office.

- (3) The job posting procedure shall be limited to a maximum of four (4) job postings including the original vacancy.

- (C)(1) Except as is set forth in (C)(3) below, when additional manpower is required to cover for absentees due to injury, illness, leave of absence, vacations, etc., and a true vacancy does not exist, the Company may temporarily transfer an employee(s) in accordance with Section 6.09 or, fill with overtime, or utilize the present departmental utility group or hire additional utility employees.

These additional Utility openings are exempt from the normal procedure of filling a vacancy (Article IX, Section 9.03) and the Company will hire from outside source if cannot be filled.

- (2) Employees who are absent because of injury or illness will have their job rights protected in line with their seniority for the period of time they continue to accumulate seniority.

(3) When an employee has been absent from a job for six (6) calendar months or more, or when it is anticipated that such absence will continue for six (6) months or more due to medical leave of absence or any other inactive status under Section 9.11 (B), (C), (D), (E), or (G), the position shall be declared a vacancy and may be filled by posting the job for bid on a temporary basis as set forth above. If the Company elects to fill the vacancy through a posting for a temporary vacancy, the following rules will apply:

1. The job posting notice will clearly state that the posting is for a temporary absence replacement position. Such temporary absence replacement positions will be subject to the following conditions.
2. The temporary absence replacement employee will assume the seniority rights of the absent employee, while on that job, for overtime shift and machine preference purposes. The selection of machine and shift preference will be made by the absent employee.
3. The successful bidder to the temporary absence replacement vacancy will remain in that position unless he successfully bids on a permanent vacancy in that same job or bids successfully on another job in which event the temporary absence replacement vacancy will be rebid.
4. In the event the absent employee returns to work he will displace the employee in the temporary absence replacement position irrespec-

tive of their relative seniority. The displaced employee will then be subject to placement in accordance with the provisions of Section 9.09.

5. If a reduction in force occurs in that classification, the employee in the temporary absence replacement position shall be laid off when the seniority of the absent employee would have caused the absent employee to be laid off from their job. The temporary absent replacement would then be eligible for placement in accordance with Section 9.09.

6. In the event it is determined the absent employee will not return, the temporary absence replacement position will be declared a permanent position and will not be subject to reposting.

Section 9.04 - Filling a Vacancy - Technical Unit

(A) Eligibility

- (1)** Employees must have eighteen (18) months service from date of hire to bid for a job vacancy outside his classification.
- (2)** Job Awards are effective on the day that the job posting comes down from the Plant Posting Board. Employees bidding for and awarded a job are eligible to bid for another job after they have completed twelve (12) months continuous service on the job he secured by bidding.
- (3)** In determining qualifications for filling a job vacancy, all facts in reference to the employee's work record will be reviewed.

(B) Job Progression

- (1)** When a vacancy occurs on a classification (job title) within a group the vacancy will be offered to the qualified eligible employees within the group in seniority order. The established groups for the Technical Unit are as follows:

Group I	- Cure Technician - Process Control Technician
Group II	- Specifications Technician - Tire Analysis Technician - Test Room Technician
Group III	- Mixing Control Technician
Group IV	- Lab Technician
Group V	- Quality Assurance Technician - Vanning Technical

If a new classification is created the Company and the Union Bargaining Committee will place the new classification within a group by mutual agreement.

- (a)** A vacancy which is a replacement for an existing job will be offered only to qualified employees in the group in seniority order who are on a job title other than the job title of the vacancy.
- (b)** A vacancy which results from an increase in the number of jobs within a classification (job title) or the creation of a new classification within a group will be offered to all qualified employees in the group in seniority order.

Employees awarded a job through group progression are eligible to bid or progress on

another job after they have completed twelve (12) months continuous service on the job secured by group progression.

- (2) The vacancy resulting from application of (B)(1) above shall be posted on the Plant Job Posting Board for forty-eight (48) hours, excluding hours when normal operations are not scheduled. The qualified senior eligible employee who bids for the job shall be awarded the vacancy.

The employee's name on the job posting notice shall signify his acceptance of the posted vacancy except that he may withdraw his bid any time within the period the job is posted.

An employee who is out of the plant due to a recognized absence on the day a job is posted, may have a Union representative sign for such job, if specifically authorized by the absent employee. In signing for the absent employee the Union representative shall sign the employee's name and his full name to the posting.

- (3) To facilitate the job posting procedure it is agreed that the job openings will be listed on the above bulletin boards. Interested eligible employees will sign for these jobs on a duplicate posting in the Personnel Office between the hours of 7:00 a.m. and 5:00 p.m., or at other times in the vestibule in the main hall entering the Benefits Office.

- (4) The job posting procedure shall be limited to a maximum of four (4) job postings including the original vacancy.

(C) Vacancy

When an employee has been absent from a job for six (6) calendar months or more, or when it is anticipated that such absence will continue for six (6) months or more due to medical leave of absence or any other inactive status under Section 9.11.(B), (C), (D), (E), or (G), the position shall be declared a vacancy and may be filled by the Company through temporary transfer in accordance with Section 6.09, with overtime or by posting the job for bid on a temporary basis. If the Company elects to fill the vacancy through a posting for a temporary vacancy, the following rules will apply:

1. The job posting notice will clearly state that the posting is for a temporary absence replacement position. Such temporary absence replacement positions will be subject to the following conditions.
2. The temporary absence replacement employee will assume the seniority rights of the absent employee, while on that job, for overtime, shift and machine preference purposes. The selection of machine and shift preference will be made by the absent employee.
3. The successful bidder to the temporary absence replacement vacancy will remain in that position unless he successfully bids on a permanent vacancy in that same job or bids successfully on another job in which event the temporary absence replacement vacancy will be rebid.
4. In the event the absent employee returns to work he will displace the employee in the temporary absence replacement position irrespective of their rela-

tive seniority. The displaced employee will then be subject to placement in accordance with the provisions of Section 9.09.

5. If a reduction in force occurs in that classification, the employee in the temporary absence replacement position shall be laid off when the seniority of the absent employee would have caused the absent employee to be laid off from their job. The temporary absent replacement would then be eligible for placement in accordance with Section 9.09.
6. In the event it is determined the absent employee will not return, the temporary absence replacement position will be declared a permanent position and will not be subject to reposting.

Section 9.05 - Job Transfer

If an employee cannot be transferred within a two (2) week period after he has been awarded a job through the Job Posting procedure the reasons shall be fully explained to the employee and his Division Chairman.

If an employee cannot be transferred within a four (4) week period after he has been awarded a job through the Job Posting Procedure, his rate progression on the new job will start fifteen (15) calendar days after he was awarded the job.

Section 9.06 - Medically Restricted Employees

(A) Employees who have been certified by the Company Medical Department as unable to continue on their job shall take any vacancy (available for outside hire) for which they are qualified. Qualified, for the purpose of this Section 9.06, shall mean that the job requirements are within the medical restrictions of the employee.

(B)(1) If there are no such vacancies, the medically restricted employee shall displace the employee of least Company service if qualified. If not qualified, the employee shall move up the seniority list until finding the first job for which he is qualified. In no case may the medically restricted employee displace an employee with more seniority than the medically restricted employee.

(2) Employees who are transferred under provisions of (B) (1) above shall not be permitted to transfer to or work overtime on jobs they are not qualified to perform on a full time basis. Should there be a surplus of manpower in their classification they will be transferred or laid off in accordance with their seniority. The restrictions placed on the employee will be removed upon satisfactory medical evidence that the employee is capable of satisfactorily performing other jobs throughout the plant. The employee shall be required to have his medical condition reevaluated yearly by the Company doctor.

(C) Employees displaced under Paragraph (B) (1) shall be placed under Article IX, Section 9.09.

(D) Employees placed under paragraphs (A) or (B) of this section shall acquire job bidding rights after twelve (12) months continuous service on the job.

Section 9.07 - Disqualified Employees

(A) An employee with seniority bidding for or accepting a job assignment who has put forth the proper effort but is found not adapted to the job and thus disqualified, shall take a vacancy (available for outside hire) for which he is qualified, or,

(B) If there are no vacancies, the disqualified employee shall displace the employee with the least Company service, if qualified.

(C) If not qualified for the job of the employee with the least Company service, the disqualified employee shall move up the seniority list until finding the first job for which he is qualified. In no case shall the disqualified employee displace an employee with more seniority than the disqualified employee.

(D) The Division Chairman shall be notified in writing at the time of disqualification.

(E) Employees placed under paragraphs (A), (B), or (C) of this section shall acquire job bidding rights after twelve (12) months continuous service on the job. Employees displaced under paragraphs (B) and (C) shall be placed under Article IX, Section 9.09.

Section 9.08 - Shift, Machine, Area or Station Preference

(A) *On the first Monday in January*, employees working in the same job classification shall be given the opportunity to exercise shift preference in accordance with their plant seniority.

Employees on the 7-day operation will exercise their preference under this article on the first scheduled shift reporting after New Year's Day.

Employees will be canvassed Monday through Friday of the first week in November in the prior year. Employee selections will be posted on 10:00 A.M. Monday of the second week and will remain posted until 10:00 A.M. Friday. No changes in shift selection will occur after 10:00

A.M. Friday. When shutdowns or other circumstances interfere with this provision, the dates may change by mutual agreement of the Company and the Bargaining Committee.

Station, area, or machine preference shall be taken on the first scheduled shift in January.

Anyone moved outside of their preferred area (Maintenance only) will be by seniority option if the move is in a non-overtime situation.

When an employee (excluding Maintenance Unit) is moved from his preferred machine or station and another employee operates the vacated machine or station, the original employee will have an option to return to his preferred machine or station. The option exercised by the original employee will be binding.

The Company does not post jobs on the Plant Job Posting Board for the period beginning the Monday of the first week of a two (2) week period during which the plantwide shift preference is being determined. Job vacancies subject to posting will be carried through this period as vacancies to be posted on the original shift.

Employees will be allowed to "swap shifts" for a period normally two (2) weeks at a time. These swaps will be offered to the senior employee affected and shall be subject to approval by the Department Managers. There may be situations that swaps will exceed the two (2) week limit. When a swap exceeds the two (2) week limit because of an unusual situation, such swap is subject to approval by the Dept. Manager and the Division Chairman. This also will be done in seniority order.

When employees trade shifts, they will assume one another's seniority for the job selection only. Also, they will assume one another's position on the overtime charts (except for the double time chart) for the duration of the trade.

Employees who are allowed to "swap shifts" on the seven-day operation will assume one another's seniority for the job selection only. Also, they will assume one another's position on the overtime charts, including the double time chart, for the duration of the trade.

(B) All employees will maintain a current Shift Preference Card on file with the department indicating their order of preference for shifts. Prior to a job vacancy being posted for bid, employees on that classification will be given the opportunity, in seniority order and in accordance with their Shift Preference Card, to move to the shift of the vacancy. The vacancy resulting from this exercise of shift preference will then be offered to employees on that classification in accordance with their seniority and Shift Preference Cards. The vacancy resulting from this exercise of shift preference will become the vacancy subject to the posting procedure.

Section 9.09 - Job Reduction or Elimination

(A) When jobs, operations, or departments are reduced or eliminated, employees affected will be given a seven (7) day written notice of lay off, and will be sent to the Personnel Department as soon as possible to exercise their transfer privileges.

(B) When an employee with transfer privileges reports to the Personnel Department, he shall be informed of the available job vacancies (available for outside hire) and the job or jobs to which he can transfer under the applicable step pro-

cedure. The employee, whose record does not indicate previous satisfactory experience, may request to observe the job after which a selection of an existing vacancy or exercising transfer privileges will be made under the applicable step procedure. If a vacancy (available for outside hire or job posting) occurs in the employee's classification during the period of layoff notice, the layoff will be canceled and the employee will move to that vacancy. An employee receiving a layoff notice shall have bid rights restored effective with the date of the notice. Once the layoff notice has expired the employee is considered transferred, however, employees shall be offered job vacancies as they occur during the seven (7) day notice.

Step (1) - Previous Experience Bump

If the employee has had previous satisfactory experience on a job and there are employees on that job with less plant seniority than the employee exercising transfer privileges, he will replace the employee with the least seniority. The employee will have this option on each classification for which he has prior satisfactory experience either by:

(A) Hire

(B) Bid

(C) a Utility or Relief employee having completed the specific training period or having qualified on the given job.

(D) In the case of a crew operation where an employee is required by his job description to provide internal relief to other classification(s).

In the case of job classifications which have been combined, separated, or otherwise revised since the individual being placed under Step (1) has had prior experience, the Company and Union will discuss and determine the bump rights involved.

Step (2) - Seniority Bump

If the employee cannot be placed under Step (1), he will have transfer privileges under one of the two following options.

- (A) If the employee has eighteen months or greater plant seniority, he will have transfer privileges on the job of the junior employee in each department, provided the junior employee in a department has less seniority than the employee exercising transfer privileges.
- (B) If the employee has less than eighteen months plant seniority, he will have transfer privileges on the job of the junior employee in his own department, providing the junior employee in the department has less seniority than the employee exercising transfer privileges. If the employee cannot be placed under the above, he will be placed on the job of the junior employee in his seniority unit, providing the junior employee in the seniority unit has less seniority than the employee exercising transfer privileges.
- (C) Senior employees who are on a job within the seniority unit which is affected by a cutback due to a reduction of the working force will be permitted to take an additional layoff subject to the following conditions:
 - 1. Only those employees working on the original job that a reduction takes place or employees who are on a job that is affected by the transfer due to the reduction will be eligible for an optional layoff.

2. Those employees who chose to accept an optional layoff will assume the same status as a laid off employee.
3. It is understood that the lowest seniority employees on optional layoff from a classification in which vacancies occur will be recalled first unless senior employees by applying to the personnel office in person and signing the necessary forms, have their names placed on the recall list in line with their seniority. Failure to accept the opening will be considered a voluntary quit.
4. Those employees accepting an optional layoff who desire to return to work prior to an opening on the job from which they were laid off may, by applying at the Personnel office in person and signing the necessary forms, have their names placed on the recall list in line with their seniority.
5. Those employees who are on optional layoff and who wish to return to work prior to their original job opening must accept the first job opening according to their seniority, if qualified. Failure to accept the job opening will be considered a voluntary quit.
6. An employee who is on an optional layoff and becomes disabled and has seniority to qualify will be entitled to the same pension benefits as if he were on the active payroll.
7. When the regular layoff list (recall roster) is exhausted, employees on optional layoff will be recalled to job vacancies. The youngest employee will be recalled first. He will not have an option to remain on layoff status. Failure to accept the job opening will be considered a voluntary quit.

8. An employee on optional layoff who reaches retirement age shall be eligible for the same benefits he would receive had he been on the active rolls.
9. It is understood that employees on optional layoff will have the first opportunity to fill available openings on the job from which they accepted layoff. If not filled hereunder, it would be filled by the posting procedure.
10. Employees on optional layoff will be allowed to bid on jobs which are posted during their period of layoff. It is the individual's responsibility to submit such bid. Such bid must be submitted during the required time period and will be considered in accordance with the applicable contract language.

(D) Lay Off

An employee who does not have transfer privileges or is unable to be placed under Steps (1) or (2) of the above procedure due to not being qualified for the jobs made available by this procedure shall be laid off and placed on the recall list.

(E) Maintenance Unit employees must have the required ability, experience, and job knowledge to displace employees within the maintenance seniority unit.

(F) Medically restricted employees are recognized as layoff exceptions only when there is no job that they may obtain under this Section 9.09 which would be within their restrictions. It is understood and agreed that the intent of this paragraph **(F)** is not to retain an employee on one of the above jobs at the same time an employee with greater seniority is on layoff out of the plant.

(G) Employees medically laid off out of the plant pursuant to the provision of Section 9.06, will be allowed to bid on jobs which are posted during their period of layoff, provided they are qualified for the position as outlined in Section 9.06.

(H) Job vacancies resulting from the layoff procedure are not subject to the job posting procedure.

(I) An employee who has been laid off because of a job reduction or elimination, and a new vacancy is created in the same classification within six (6) months, the employee will be offered that vacancy before being placed in the job posting procedure.

A "new vacancy" as used herein shall mean an increase in the number of employees in the classification.

Section 9.10 - Recall

(A) Laid off employees subject to recall shall be recalled in seniority order whenever vacancies occur for which they are qualified.

(B) The Company and the Union recognize that when a number of laid off employees are recalled, all the laid off employees that are recalled may not start back to work on the same date. If junior laid off employees start back to work before senior laid off employees, seniority dates will be adjusted so that junior laid off employees will not gain seniority.

(C) In the event a laid off employee is not recalled in accordance with the terms of this Agreement, he shall be recalled immediately without loss of seniority but will not be compensated for all benefits in all agreements with the Com-

pany, unless the laid off employee or the Union notifies the Company Personnel Department of the error within ten (10) working days of the date that the current recall list is distributed to the Union. The least senior employee shall be returned to lay off status without any notice of lay off.

(D) It is the responsibility of laid off employees to keep the Personnel Department notified of their current address at or by which they may be reached and the laid off employee shall notify the Personnel Department of any change in their address either by certified mail or by giving notice in person to the Personnel Department for which they shall receive a signed receipt. If the Company is unable to contact laid off employees by certified mail at their last recorded address on file, they shall be removed from the recall list and considered as a quit.

(E) When vacancies exist which necessitates a number of recalls, the vacancies which exist at the point of recall shall be offered to the persons recalled in seniority order.

A laid off employee being recalled shall be contacted by phone and given a scheduled time for selection of job. A laid off employee who cannot be contacted by phone shall be notified by certified mail. A laid off employee notified by certified mail will not be scheduled for selection of job sooner than forty-eight (48) hours from the time of sending of certified mail. A laid off employee who is not present at the scheduled time for selection of job shall be bypassed and the next laid off employee on the recall list will be offered the vacancies.

(F) A laid off employee subject to recall must inform the Company of his intentions to return to work within a seventy-two (72) hour period after certified mail has been sent by the Company. If the laid off employee subject to recall desires to return to work he must do so within five (5) days after receipt of notice.

A laid off employee shall be removed from the recall list and considered as a quit if he fails to comply with the above.

(G) A laid off employee removed from the recall list pursuant to paragraphs (D) and (F) above, for reason other than refusal of recall, will be reinstated to the recall list if he reports in person to the Personnel Department within thirty (30) days from the date of sending certified mail (Notice of Recall) providing he has a reasonable excuse for his failure to report earlier.

(H) When recalling laid off employees for a job that requires a long training period and conditions are such that production will be hampered, the Grievance Committee and the Company may mutually agree to recall laid off employees out of seniority order that are best qualified for the job.

(I) A laid off employee subject to recall with less than two (2) years seniority shall be carried on the recall list for three (3) years. If rehired within three (3) years from date of being placed on the recall list, the employee shall receive credit for seniority held at the time of placement on recall, plus seniority credit for time on recall not to exceed two (2) years.

(J) A laid off employee subject to recall with two (2) years or more of seniority when laid off shall be carried on the recall list indefinitely. If rehired, he shall receive credit for seniority at time of lay off, plus seniority credit for time laid off not to exceed two (2) years.

(K) Twelve (12) or more months after an employee is laid off, the Company will send a registration form by certified mail to his last recorded address. A similar form will be mailed to his last recorded address not more often than each twelve (12) months thereafter.

In order to retain his recall rights, the laid off employee subject to recall is required to complete the form indicating whether or not he wishes to retain his recall rights and to send the form by certified mail to the Company Employment Office within thirty (30) days from the date the registration form was mailed to him.

Laid off employees who do not return the registration form within the thirty (30) day time limit, shall be removed from the recall list and considered as a quit.

(L) Laid off employees shall be given a copy of this provision (Article IX, Section 9.10) at the time of exit.

Section 9.11 - Leave of Absence

(A) Armed Forces

Any employee who leaves the employment of the Company to enter the Armed Forces either by enlistment or draft under the Selective Service and Training Act or any other similar legislation which may be added, shall be granted a leave covering such absence. The Company will comply with all applicable laws relating to the reinstatement of such employees.

(B) Personal

Employees may be granted leaves of absence without pay for a reasonable time for unusual and compelling personal reasons. Subject to the approval of the Departmental Manager, an employee's supervisor may grant an employee a leave of absence for a period of seven (7) calendar days or less.

Leaves of Absence for more than seven (7) calendar days requires the approval of the employee's supervisor, Departmental Manager, and Personnel Manager.

(C) Illness and Injury (Non-Occupational)

An employee with seniority who becomes ill or is injured and whose claim of illness or injury is supported by medical certification shall be granted a leave of absence to cover the period of such illness. Seniority will accumulate for the first two (2) years of such leave.

In the event there is a disagreement between the Employer's physician and the employee's physician regarding the medical certification concerning the disability, the question shall be submitted to a third physician selected by such two physicians. The medical opinion of the third physician after examination of the employee and consultation with the other two physicians shall decide the question. The expense of the third physician shall be borne joint by the Employer and the employee.

(D) Occupational Injury or Illness

An employee who receives Workman's Compensation payments shall accumulate seniority during the period covered by compensation payments. If, at the end of such period, he is physically unable to return to work, he shall accumulate seniority for any additional period during which he shall furnish satisfactory evidence of continuing disability.

An employee who is unable to work due to disability caused by an injury in the factory or from occupational illness for which he does not receive Workmen's Compensation payments shall accumulate seniority for the period of time during which he is unable to work provided he shall furnish satisfactory evidence of continuing disability.

(E) Peace Corps

An employee with two (2) or more years of service credit who leaves the employ of the Company to enter service in the Peace Corps under the Peace Corps Act of April 27, 1962, will, upon application, be reinstated and placed in ac-

cordance with his seniority provided he is physically capable of performing the work required and applies for reinstatement within ninety (90) calendar days following the completion of not more than two (2) years of such service.

Upon reinstatement, he shall be credited with the service date he had at the time he left the employ of the Company.

An employee entering the Peace Corps shall present evidence of his appointment at the time he leaves the employ of the Company.

(F) Union

An employee selected for full-time duty as an officer or representative of the International United Steelworkers of America or the American Federation of Labor - Congress of Industrial Organizations as such, will, upon application to the Industrial Relations Department, be granted a leave of absence. Any person covered by this provision must make application for reinstatement within twenty (20) days after being released from such full time duty. Upon reinstatement, he shall, consistent with his seniority be placed on his previous or comparable work, provided he is able to do the work.

Seniority shall accumulate throughout the period of the leave of absence.

(G) Government

An employee who leaves the employ of the Company as a result of being elected or appointed to a public office shall be reinstated upon application provided he can qualify under the seniority rules, is physically capable of performing the work required, and applied for re-employment within thirty (30) days after the end of his tenure in said office. The employee shall notify the Employer in writing of his inten-

tion of accepting such office and shall inform the Employer of his status at annual intervals thereafter. Such employee shall accumulate service not to exceed a total of six (6) years for any or all such periods.

(H) Dunlop Employees Federal Credit Union

An employee with one (1) or more years of service who is an officer on full-time duty with the Dunlop Employee's Federal Credit Union, will, upon application to the Industrial Relations Department, be granted a leave of absence. The leave shall be for a period of not more than one (1) year (or a two (2) year period) subject to renewal upon written application. An employee on such leave shall accumulate seniority and when his tenure in such office has ended must make application for reinstatement within twenty (20) days whereupon he shall be placed on previous or comparable work, consistent with his seniority, provided he is able to do the work.

(I): Family and Medical Leave

(1) Eligible employees, as defined under the Federal Family and Medical Leave Act ("FMLA"), are entitled to up to a total of twelve (12) weeks of unpaid leave during any 12-month period.

(2) FMLA leave may be taken for the following reasons:

- a. Birth or adoption of a child or the placement of a child for foster care;
- b. To care for a spouse, child or parent with a serious health condition; or
- c. The employee's own serious health condition.

- (3) Employees will have their own individual 12-month periods, measured backwards from the date a requested leave would begin. The combined leave of a husband and wife who both work for the Company is limited to twelve (12) weeks for leave due to the birth, adoption or placement of a child for foster care or to care for a parent with a serious health condition.
- (4) The employee may elect to substitute any accrued and unused paid vacation, provided that sufficient vacation time is retained for the contractually agreed-upon vacation shutdown periods. No SUB will be paid. If paid leave is substituted, the FMLA leave is not extended. FMLA leave runs concurrently with any substituted paid leave. In addition FMLA leave runs concurrently with any other leaves of absence under this Section 9.11 which are taken for an FMLA-covered reason. There will be no pyramiding of leaves of absence.
- (5) Seniority and credited service will be accrued during FMLA leave in accordance with this Section, subject to other maximum leave provisions under the Agreement or other applicable benefit plans.
- (6) Notwithstanding any contrary contract provision or provision of any employee benefit plan, the Company will continue all benefits in accordance with the General Agreement, the Agreement on Pension, Service Award and Insurance Benefits, and the Supplemental Unemployment Benefits Plan provided the employee has met the eligibility requirements of such benefits, during the period of FMLA leave, subject to any contribution by the employee, if applicable.

- (7) The employee is required to provide the Company with at least thirty (30) days' advance written notice before FMLA leave begins if the need for leave is foreseeable. If the leave is not foreseeable, the employee is required to notify the Medical Department as soon as practicable, but no later than two (2) working days after the reason for the leave became known to the employee.
- (8) The Company has the right to require medical certification of a need for leave under this Section. In addition, the Company has the right to require a second opinion at the Company's expense. If the second opinion conflicts with the initial certification, a third opinion may be sought, at the Company's expense. The third opinion shall be final and binding. Failure to provide the required medical certification of the need for leave shall result in any leave taken being counted as an unexcused absence.
- (9) Employees may request FMLA leave for time periods other than consecutive weeks when medically necessary. In these circumstances, the Company may assign the employee to another position (inside the bargaining unit) and/or adjust the employee's schedule to better accommodate the leave request, or to eliminate the need for using FMLA leave.
- (10) The Company may adopt reasonable procedures and promulgate necessary forms in accordance with the FMLA, including periodic status reports and recertification of medical condition while on leave. An employee's failure to follow these procedures or to fulfill his other obligations under this Section may result in the leave request being denied, or in any leave the employee is already on being counted

as an unexcused absence. Employees who fail to return from FMLA leave on their scheduled return date shall be subject to the terms of the General Agreement, including, but not limited to, Section 9.01(F)(3), unless the employee is unable to return to work due to a serious medical condition and has made arrangements for a continuation of his leave of absence on approved medical leave.

(11) To accommodate an employee's FMLA leave request, the Company may temporarily transfer another employee, in accordance with the General Agreement. The temporarily transferred employee may be displaced to reinstate the employee returning from FMLA leave.

(12) As a condition for returning to work, an employee who has taken leave due to his own serious health condition must provide certification that he is medically qualified to perform the functions of his job, in accordance with the Plant Rules.

(13) An employee returning from FMLA leave will be reinstated to the same job or an equivalent position, in accordance with the FMLA or other applicable law(s). However, employees on FMLA leave have no greater right to any position than if they had remained on active status. In the event of a situation involving reinstatement to a position which would implicate the provisions of the General Agreement, the Company will follow the terms of the General Agreement unless prohibited by applicable law.

(14) Employees who choose not to return to employment from FMLA leave will have their health insurance terminated (subject to their right to COBRA continuation coverage) but will not be required to repay any health insurance premium paid on their behalf during any period of unpaid FMLA leave.

(15) The provisions of this Section are in response to the Federal FMLA. The Company shall grant an employee any greater benefits provided under any state or local law, provided the employee satisfies all eligibility and other requirements of the applicable state law.

(16) Although FMLA leave is generally unpaid, employees on FMLA leave may receive workers' compensation benefits or S&A benefits if the employee qualifies for either of those benefits. Receipt of such benefits shall not extend the entitlement to FMLA leave.

ARTICLE X SAFETY AND HEALTH

The Company shall make reasonable provisions for the safety and health of its employees during the hours of their employment, and maintain standards of safety and sanitation in conformity with Federal and State Safety Regulations or Safety Codes.

Section 10.01 - Safety and Health

(A) An employee who is requested by a safety inspector from the Office of Occupational Safety & Health Administration, or by an inspector for the National Institute of Occupational Safety and Health, and designated by the Local

Union President to accompany the inspector on an inspection tour, will be paid at his average hourly earnings for the time lost from his regular shift as a result of such plant inspection.

(B) The Company will notify the Local Union President and the Local Union Safety Chairman immediately (as soon as practical) in the event of a plant fatality. The Company will notify the on shift Business Center Safety Committee member as soon as practical of any major accident (resulting in physical injury requiring emergency medical treatment), serious chemical spill (requiring emergency response) or serious fire (resulting in personal injury, structural damage or outside fire department assistance.) The Company will notify the Local Union Safety Chairman of any lost time accident within 24 hours of lost time determination.

Section 10.02 - Safety Committee

(A) The purpose of this Safety and Health Article is to provide effective machinery for the elimination of all work conditions hazardous or potentially hazardous to the health or safety of the employees.

(B) The Company agrees to furnish each employee employment and a place of employment free from all recognized hazards that are causing or are likely to cause physical harm to the employee. The Company further agrees that the General Duty Clause (Section 5) of the Occupational Safety and Health Act of 1970 and all standards promulgated under Section 6 of said Act shall constitute minimum acceptable practice except where an applicable state standard may exceed Federal standards.

(C) The Company and the Local Union shall appoint a Joint Labor/Management Safety Steering Committee. This Committee will be composed of the Plant Manager, Union Presi-

dent, Human Resources Manager, Production Manager, Union Vice President, Plant Safety Engineer, Plant Engineer, Union Safety Chairman, Factory Technical Manager, Business Center Managers, and all Union Division Chairmen.

The mission of the Joint Labor/Management Safety Steering Committee is to ensure a safe working environment within the Huntsville Plant by proactively developing, assessing, and planning safety structures and initiatives, that will help move Dunlop Huntsville toward a "zero" accident culture.

This Committee shall:

- (1) Meet at least once per month on a definitely established schedule.
- (2) Review and analyze all monthly reports of industrial injuries and illnesses.
- (3) Suggest procedures and policies to prevent occupational illness and injuries.
- (4) Review plantwide safety and health activities from each Business Center.
- (5) Review and address unresolved safety requests from the Business Center Safety Committees and provide assistance to the Business Center Safety Committees as needed.
- (6) Suggest and review any employee exposure monitoring taken to ensure employees' safety.
- (7) Recommend prioritization of safety initiatives.
- (8) Present updates on legal issues, regulations, and standards issues.

The Company and the Local Union shall appoint a Plant Joint Labor/Management Safety Committee. The Committee shall be composed of a Management Representative and a Union Representative from each crew per Business Center, and one per crew from Maintenance and Technical. Union Representatives will be selected by the Local Union. This Committee will be led by the Plant Safety Engineer and the Union Safety Chairman.

The Safety Committee shall meet as an entire group once per month and receive training in hazard recognition, ergonomics, OSHA standards, how to do inspections and what to look for, and general training that makes them more knowledgeable about safety issues in the workplace.

The Company and the Local Union shall establish a Business Center Safety Committee composed of Business Center Manager, Business Center Auditor and the Plant Safety Committee members from that Business Center. The Union Division Chairman, Union Safety Chairman, and Safety Engineer may attend any meeting. The Business Center Manager may request others to attend, if necessary.

This Committee shall:

- (1) Meet at least once per month on a definitely established schedule.
- (2) The Committee may make inspections of the plant during their scheduled meetings, if deemed necessary by the Committee and will review Employee Safety Requests as necessary, but not less than once every month.

- (3) Make recommendations for the correction of unsafe or harmful conditions and the elimination of unsafe or harmful work practices. The Business Center Manager shall be responsible for the enforcement of the joint Labor-Management Safety Committee's recommendations. All such recommendations shall include a target date for abatement of hazardous conditions or practice.
- (4) Review and analyze all reports of industrial injury or illness, investigate causes of same, and recommend rules and procedures for the prevention of accidents and diseases and for the promotion of the health and safety of the employees.
- (5) Subject to the grievance procedure of the General Agreement, negotiate and adjust all disputes arising under the Health and Safety clauses of this contract.
- (6) Promote health and safety education.
- (7) Safety Committee members will be paid average hourly earnings for all lost time when meeting jointly with Management and for any inspection of safety and health problems in the plant.
- (8) Minutes shall be kept of all Safety Committee meetings, and a written report shall be prepared for review at the next Committee meeting.
- (9) The Company shall furnish Safety Committee members with annual passes for the purpose of entering the plant and investigating safety conditions which arise within the plant.

(10) Members of the Safety Committee shall be permitted to attend grievance meetings regarding safety and health problems.

(D) Accident, injury and illness records shall be kept and maintained by the Company and shall be made available upon request to the Union Members of the Safety Committee. These reports shall include all reports required by the Department of Labor under the Occupational Safety and Health Act of 1970.

(E) The Company agrees to make available to the Committee upon request an up-to-date list of all compounds and substances used in the plant. This list shall include all chemicals as well as definition or chemical breakdown of trade name descriptions.

If the Company utilizes a chemical which employees are exposed to and OSHA has not established permissible exposure limits (PELs) for this chemical, the Company will notify the Union whether it will recognize the threshold limit values (TLVs) established by the ACGIH or some other standard. If TLVs or another standard does not exist, the Company will discuss an appropriate exposure limit with the Plant Safety Committee.

If an employee's work shift exceeds eight (8) hours, the regulated or accepted exposure limits shall be adjusted in accordance with OSHA guidelines.

(F) The Union members of the Committee may seek the counsel and assistance of representatives of the USWA International Union and such representatives shall be granted the right to accompany the Committee on inspections, attend meetings of the Committee, and make recommendations to the Committee and shall be permitted to make such

investigations and physical examinations as may be reasonably connected with the purposes of the Committee.

(G) The Company shall furnish competent medical services and supply adequate facilities for the proper first aid treatment of cases resulting from injury or physical impairments or afflictions obtained while in the plant. Copies of the reports of the medical findings made by the Company's medical service or reports of outside medical services used by the Company shall be furnished to the employee as well as to the Local Union. The Company shall provide necessary mutually acceptable biological studies where indicated by potentially hazardous materials.

(H) No employee or group of employees shall be required to work on a job or machine while it is considered unsafe by the joint labor-management Safety Committee. During such time the employee or group of employees shall receive their regular average hourly earnings.

(I) No employee shall be required to work on any job in the plant with which he is unfamiliar until he shall have received adequate safety training instructions in the performance of the operation.

(J) The Union agrees to make every reasonable effort to have its members observe all safety and health rules promulgated under this Agreement and to use all safety and protective equipment furnished for this purpose. It is recognized that protective equipment and clothing may be temporary measures for relief of conditions which may be subject to further corrective measures through engineering changes or elimination of the hazard involved.

(K) All disputes arising under this Article and not resolved by the Committee shall be considered proper subjects for adjustment under the grievance procedure including arbitration as set forth in Article V of this Agreement. Any such grievance filed by the Union shall be introduced at the level immediately proceeding arbitration.

Section 10.03 - Safety Equipment

(A) The Company will provide protective equipment on those jobs certified by the Safety Engineer as requiring such equipment for safe performance of the job.

(B) Employees shall utilize all such protective devices and equipment in the manner prescribed, and cooperate to the best of their ability in the prevention of accidents.

(C) If it is established that an employee, while doing assigned work and exercising due caution, sustains damage to his glasses, the Company will reimburse the employee for the cost of necessary repairs. The Company reserves the right to replace lenses broken under the above conditions with safety lenses in suitable frames. For such replacement of eye glass lenses or frames, the employee must go to the optical supplier designated by the Company. No cash reimbursement will be made for broken lenses or frames.

ARTICLE XI MISCELLANEOUS

Section 11.01 - Bulletin Boards

Bulletin boards will be provided by the Company. The Union shall be permitted to post notices of meetings and other

Union business or affairs on these bulletin boards. It is agreed that no notices will be placed on these bulletin boards by the Union until approved and stamped by the Personnel Department.

Section 11.02 - Work Confined to Bargaining Unit

No employee in a supervisory capacity, or any other employee excluded from the coverage of this Agreement, shall take part in any labor being done by members of the Bargaining Unit, except experimental work, demonstration in the normal course of training, or in the event of extreme emergency.

Section 11.03 - Journeyman Cards

(A) The Company will recognize U.R.W. and U.S.W.A. Journeyman Cards as evidence of experience in a craft when considering qualifications of applicants for skilled trade jobs.

(B) The Company agrees when requested by an employee or his accredited Union representative that it will issue a letter signed by the appropriate Company representative certifying the work record of the employee for the purpose of making application for a U.S.W.A. Journeyman Card.

Section 11.04 - Copies of Agreement to Employees

Booklet copies of this Agreement will be provided by the Company and each employee shall be furnished with a copy. Copies will also be provided for the Union.

Section 11.05 - Time Cards

Employees' time cards or production sheets will not be changed before consulting the employee.

Section 11.06 - Necessary Relief

(A) In any department where the work requires continuous operations, the Company will, when mutually approved, provide adequate relief when and where necessary.

(B) Jobs that receive "Paid Relief" will be governed by the following schedule:

- (1) Up to 4.9 hour shift - one break
- (2) 5.0 to 8.9 hour shift - two breaks
- (3) 9.0 to 12.9 hour shift - three breaks
- (4) 13.0 to 16.9 hour shift - four breaks

Section 11.07 - Outside Contractors

A. Work of a type which is normally performed by maintenance employees will not be subcontracted if such employees are qualified, the Company has adequate and proper equipment to perform such work, and the work could be completed within the necessary time. While in general, it is the policy and intent of the Company to have that work performed by its maintenance employees, it is recognized by both parties that at various times, the Company may be required to allot to outside contractors work normally performed by Company maintenance employees. Such allotment of contracts shall be governed by the following:

- (1) That the work project is of such size or nature as to make it impractical to be handled by the above mentioned employees in conjunction with their regular work assignments, or
- (2) That the work is of such urgency or short duration as to make it impractical to add additional persons to the regular maintenance force, or

(3) That the work requires the need for special skills, special equipment, licenses, or the situation justifies subcontracting, or

(4) That an insufficient number of qualified employees have previously committed to perform all of the work as scheduled, consistent with the procedure set forth in Letter #1.

B. In furtherance of carrying out the intent of the above, it is agreed that if it is necessary to have work done by outside contractors, the Union Division Chairman will be notified, in writing, as soon as possible after the decision is made, but at least seventy-two (72) hours before the work is performed, unless the required work is an emergency.

Such notice to the Union Division Chairman shall contain the information set forth below:

1. Location of work

2. Type of work:

a. Service

b. Capital

c. Expense

d. Repair

e. New Construction

3. Detailed description of the work

4. Crafts involved

5. Estimated duration of work

6. Anticipated utilization of bargaining unit forces during the period

7. Effect on operations of work not completed in necessary time

C. Should the Union Division Chairman believe that a discussion is necessary, he shall request a meeting within two (2) working days (excluding Saturday, Sunday and holidays) after notification and the Plant Engineer or his designee will meet promptly for this purpose. At such meeting the parties will review the plans for the work to be performed and the reasons for contracting out such work. The Company will give good faith consideration to any suggestions by the Union to any alternate plan proposed by the Union for the possible performance of the work by bargaining unit personnel which are not inconsistent with this Article or Letter #1. If there is no dispute following notification or discussion of any particular contracting out matter, such matter shall be considered resolved, without precedent with respect to any future contracting out matter.

Should a discussion be held and the contracting out matter not be resolved in a timely matter, the Company reserves the right to make the final decision, and the Union may submit the issue to the fourth step of the grievance procedure.

D. Annual Review

Throughout the term of this Agreement, the Plant Engineer and the Union Division Chairman will meet on an annual basis to 1) review all outside contracting in the plant during the preceding twelve (12) months, and 2) identify those circumstances where procedures, practices, or staffing changes would promote the performance of such work by bargaining unit employees. The Company will give good faith consideration to any suggestions by the Union.

Section 11.08 - Tool Replacement

Maintenance employees' personally owned tools which are broken or worn out shall be replaced with tools of comparable value without cost to the employees, provided the tools are turned in to the Company. Any special tools required by maintenance employees in the performance of their jobs shall be furnished by the Company. Employees will be held responsible for tools checked out in the performance of their jobs.

It is the intent to replace broken or worn-out tools in a timely manner. To this extent, outside vendors will be required to furnish tools within a two (2) week period. Failure on the part of the vendor to do so will require the Company and the Union to sit down and evaluate such vendor. It may be mutually agreed at this review to seek another vendor.

For the purpose of this section, "Special Tools" shall include metric tools as long as the metric tool requirement is of a limited nature and metric tools are not required for a major portion of the equipment within the plant or a department.

Section 11.09 - Equipment and Tool Responsibility

Each employee will be responsible for the equipment assigned to him and shall exercise all reasonable care for his equipment.

Section 11.10 - Department Agreements

No written departmental agreement shall be effective until approved by the Company and the Union Grievance Committee. No departmental agreement can be changed during

the term of this Agreement unless mutually agreed to by the Company and Union Grievance Committee. Departmental Agreements as approved by this Joint Committee shall be stamped, signed and assembled in a loose leaf book, one copy to be furnished to the Union, and one copy to the Company. Department Agreements shall be placed in a book and made available in the Department office for employee review. No departmental agreement shall be in conflict with this Agreement.

ARTICLE XII

EFFECTIVE DATE, AMENDMENT AND TERMINATION

Section 12.01

(A) This Agreement and the supplements thereto shall become effective August 1, 1997, and shall continue in full force and effect until 1:00 p.m. April 23, 2000, and thereafter it shall renew itself for yearly periods unless written notice is given by either party not less than sixty (60) days but not more than seventy-five (75) days prior to the expiration date that it is desired to terminate or amend the Agreement and the supplements thereto.

(B) In the event such notice is given by either party, negotiations shall begin March 6, 2000, unless otherwise mutually agreed. If negotiations are not completed prior to the expiration date, this Agreement and the supplements thereto may be continued or extended by mutual agreement of the parties and so stated in writing.

(C) In the event either the Company or the Union exercises their right to terminate the Agreement on employee's welfare benefit programs, then either party shall have the right to terminate this Agreement and the supplements thereto by

giving a sixty (60) days' written notice of its intention to do so to the other party. In the event the parties, subsequent to the giving of a notice to terminate this Agreement and the supplements thereto, settle the subject matter in dispute, then this Agreement and the supplements thereto shall continue in effect or be reinstated as the case may be, subject to all the provisions herein.

(D) Expenses of such negotiations, i.e., room, rent, and other mutually agreed upon expenses, shall be shared equally by the Company and the Union.

(E) The Company will furnish to each present employee and to each new employee when hired General Agreement, Supplemental Unemployment Benefit, and Pension, Service Award and Insurance Benefits books.

(F) This Agreement may be amended by mutual agreement between the parties. If either party proposes amendments to this Agreement during the life thereof, negotiations on such proposals shall begin within thirty (30) days. If no settlement is reached, the provisions of this Agreement shall continue in effect.

1997-2000

HUNTSVILLE WAGE AGREEMENT

This agreement is made and entered into this 1st day of August, 1997, between the Dunlop Tire Corporation, Huntsville Plant, and Local #915, United Steelworkers of America, A.F.L.-C.I.O., C.L.C.

The parties hereto enter this Agreement for the purpose of disposing of all wage requests to the Company by the Union during contract negotiations of the 1997-2000 Agreement.

I. COST-OF-LIVING ALLOWANCE (C.O.L.A.)

1. The Cost-of-Living Allowance, if any, will be determined in accordance with changes in Consumer Price Index—United States City Average for Urban Wage Earners and Clerical Workers (1967: 100) Revised Series, published by the Bureau of Labor Statistics, hereinafter referred to as the CPI-W 1987 revised Formula).

A. Schedules

The Base CPI for the incorporation dates listed below will be the average CPI-W for the months of December, 1987, January and February, 1988 (1987 revised Formula).

EFFECTIVE DAY OF INCORPORATION

BASE PERIOD CPI

October 6, 1997

January 5, 1998

April 6, 1998

July 6, 1998

October 5, 1998

January 4, 1999

April 5, 1999

July 5, 1999

October 4, 1999

January 3, 2000

April 3, 2000

July 3, 2000

June, July, August 1997

September, October,

November 1997

December 1997, January,

February 1998

March, April, May 1998

June, July, August 1998

September, October,

November 1998

December 1998, January,

February 1999

March, April, May 1999

June, July, August 1999

September, October,

November 1999

December 1999, January,

February 2000

March, April, May 2000

B. Formula

- 1. The Base Period CPI will be the average CPI for the three months shown above opposite each "Effective Date of Incorporation".**
- 2. The Cost-Of-Living Adjustment for each Effective Date of Incorporation shown will be determined by comparing the three month average CPI for the corresponding Base Period to the Base CPI. The computed Cost-Of-Living Allowance shall be reduced by an amount equal to the sum of all prior Cost-Of-Living Allowances which have been incorporated into the base and hourly rate.**
- 3. A Cost-Of-Living Adjustment of \$0.01 for each full .26 of one point change developed from this comparison will be incorporated into the base and hourly rates for each of the quarterly periods noted in "A" above.**
- 4. In calculating the three month average CPI for the Base CPI, or for a Base Period CPI, the computed average will be rounded to the nearest tenth of a point, using the engineering Method of Rounding.**

C. GUIDELINES

- 1. In the event the Bureau of Labor Statistics does not issue the appropriate CPI on the Effective Date of Incorporation, the Cost-Of-Living Adjustment required by such appropriate index shall be incorporated at the beginning of the first pay period after receipt of the Index and paid retroactively to the Effective Date of Incorporation.**

2. No Adjustment retroactive or otherwise, shall be made in pay or benefits as a result of any revision which later may be made in the published figures for the Index for any month on the basis of which the Cost-Of-Living calculation shall have been determined.
3. In no event will a decline in the Consumer Price Index be cause to reduce any Cost-Of-Living Adjustments that have been made prior to such decline.
4. The Cost-Of-Living Allowances are dependent upon the availability of the BLS CPI-W in its present form and calculated on the same basis as the Index for February, 1979. In the event the Bureau of Labor Statistics changes the form of the basis of calculating the CPI-W, the Company and the Union agree to request the Bureau to make available, for the life of this Agreement, a CPI-W in its present form and calculated on the same basis as the Index for February, 1979 (1967: 100).
5. If the BLS is unable or fails to make said CPI-W available, the parties shall negotiate on the adopting of an appropriate substitute CPI-W which most accurately reflects the spending habits of the affected employees. In the event the BLS discontinues the publication of the CPI-W on the 1967=100 base, the parties shall change the Cost-of-Living Allowance (COLA) calculation set forth above to maintain the same cents-per-hour COLA payment as would result by using the 1967=100 base and \$.01/.26 point formula.
6. Failing agreement in such negotiations, the parties shall submit the issue of what shall constitute an appropriate substituted CPI-W or the appropriate adjustment to the current formula to final and binding arbitration.

II. INCORPORATION

- 1. The hourly Wage Adjustment Increases and the above calculated Cost-Of-Living Allowances will be incorporated into the Wage Key Sheets on the appropriate quarterly date as shown under the Effective Date of Incorporation in (I.A) above.**
- 2. Full Hour Rate shown on all Wage Key Sheets will be adjusted by the Hourly Wage Adjustment Increases and actual increased Cost-Of-Living Allowance (C.O.L.A.). Incentive Base Rates will be adjusted in amounts which will yield the amount of Hourly Wage Adjustment Increases and C.O.L.A. increases at the 125% level.**

This Hourly Wage Adjustment Agreement shall become effective under the same terms as those which the Collective Bargaining Agreement becomes effective as outlined under Article XII, Effective Date, Amendment and Termination.

OFFICERS OF LOCAL 915
U.S.W.A., A.F.L.-C.I.O.-C.L.C.

Billy Brewer	President
Ben Beddingfield	Vice President
Cathie Morris	Secretary
Dane McNitt	Treasurer

EXECUTIVE BOARD

Billy Brewer	Ben Beddingfield
Cathie Morris	Dane McNitt
Dan Knoch	Terry Mullins
Joan Pullen	Cindy Copeland
Dwight Creel	

TRUSTEES

Larry Brewer
Phillip Elmore
Marlin Hodges

**IN WITNESS WHEREOF THE PARTIES HERETO
HAVE HEREUNTO SET THEIR HAND THIS 1ST DAY
OF AUGUST, 1997.**

**THE UNITED STEELWORKERS OF AMERICA,
A.F.L.-C.I.O.-C.L.C. LOCAL 915**

George Becker, International President
Richard H. Davis, International Vice President
Leon Lynch, International Vice President
Leo Gerard, International Secretary-Treasurer
Homer Wilson, District 9 Director
Marvin Burkhardt, Key Staff Representative

Billy Brewer, President USWA Local 915
Ben Beddingfield, Vice President USWA Local 915
Lloyd Cuskaden, Benefits Representative USWA Local 915
Larry Thompson, Division I Representative USWA Local 915
Willie Cowan, Division II Representative USWA Local 915
Kenney Voss, Division III Representative USWA Local 915
Kevin Johnsen, Division IV Representative USWA Local
915
Stephen Fussell, Division V Representative USWA Local 915

DUNLOP TIRE CORPORATION

Michael J. Moley, Vice President Human Resources

James Galoppo, Chief Financial Officer

**Charles P. Cookson, Corporate Manager, Human Resources/
Labor Relations**

Mark Sieverding, Plant Manager, Huntsville Plant

Steve Pauly, Production Manager, Huntsville Plant

**Timothy M. Hartman, Manager, Human Resources,
Huntsville Plant**

The following Memoranda of Agreements were agreed upon or renewed during the 1997 Contract Negotiations.

MEMO #1

February 16, 1979

Revised: August 1, 1997

MEMORANDUM OF AGREEMENT PLANT VACATION PROGRAM

1. The Production Manager shall determine the number of employees that may be scheduled for vacation on each day throughout the vacation year. In doing so, while the primary concern is insuring the orderly, efficient and productive continuation of operations in that department, the Production Manager will attempt to give, consistent with the procedure outlined below, the desired vacation time requested by an employee on the basis of seniority.

Generally, the procedure for determining daily vacation allowance will be as follows:

- a) prior to each vacation year, the Production Manager will calculate the maximum number of employees that may take vacation in a classification in a department on any day that year;
- b) normally, this number will equal the number of days of vacation liability (excluding vacation shutdown days) divided by the number of operating days for that year;
- c) however, where the application of this formula would disrupt the orderly, efficient and productive con-

tinuation of operations in that department because of the number of classifications in that department, the daily vacation allowance will be determined on a departmental basis rather than by classification within a department.

2. Vacation allotments for other than production departments will be determined by mutual agreement between the Union Division Chairman and their company counterpart.
3. In the event that the Company should determine that it will cancel a shutdown(s), the vacation liability will be calculated in accordance with the following formula:

$$\frac{\text{HOURS LIABILITY - SHUTDOWN DAYS (HOURS)}}{\text{SCHEDULED WORKING DAYS}} \times 1.097$$

4. Yearly vacation schedule charts are to be posted on department bulletin boards. Employees should make their vacation selection during the period January 1 through April 1. Senior employees shall be given preference in granting vacation days or weeks.
5. After April 1, employees who have not selected their vacation days or weeks will be considered on a first come basis and shall not have the right to bump employees who have been granted vacation.
6. Any vacation days taken from January 1 through April 1 are subject to bump based on seniority. An employee must give at least twenty (20) hour notice in regard to vacation selection, unless circumstances indicate an emergency situation. Vacation once properly scheduled will not be canceled by the Company.

7. Employees may change their vacation after April 1, however they shall not have the right to bump.
8. Employees who change shift as a result of shift preference or job posting and employees who enter into a department after April 1 will not be permitted to Bump. Vacation selection must be made from available vacation days.
9. Employees who do not make a vacation selection by September 1, may be scheduled by the Company if it becomes necessary in order to meet yearly vacation schedules.
10. Should an employee schedule a day or days of vacation and prior to this period become ill or injured and qualify for Sickness and Accident payment or Worker's Compensation payment on the day/days previously scheduled, the employee will be allowed to reschedule the affected vacation. The employee is required to report prior to shift starting time.
11. Any employee who is disabled during the prescribed two (2) week shutdown and qualified for Sickness and Accident or Worker's Compensation payment may notify his/her supervisor during the first ten days back on the job of intent to reschedule vacation at a later time. If properly notified, the vacation will be allowed to be taken in one time block and scheduled in accordance with this Memorandum of Agreement - Plant Vacation Program.
12. All vacation requests will be recorded and posted in the Department.
13. It is agreed that once an employee schedules a day of vacation, he shall be allowed to cancel this schedule up to twenty (20) hours prior to the scheduled day or days

off. This means an "A" shift employee who has scheduled Friday as a day of vacation may cancel this time off prior to 11:00 a.m. on Thursday. Once beyond this deadline the employee is considered as on vacation or shall forfeit the day as vacation in lieu of time off.

IN WITNESS HERETO, the parties have caused this Memorandum of Agreement to be executed.

MEMO#2

September 16, 1976

Reissued: August 1, 1997

**MEMORANDUM OF AGREEMENT
MECHANICAL WORK REQUIRED ON EXTRUDING DIES**

It is agreed that the above work will be assigned as follows:

1. Work to be performed by Non-Bargaining Unit employee:
 - a. Design and layout of new or revised dies.
 - b. Minor alterations on dies after original manufacture as required to produce materials to specifications.
2. Work to be performed by Bargaining Unit employee:
 - a. Cutting out, brazing, and shaping to meet original design specifications.
 - b. Brazing of dies to meet revised specifications.
 - c. Straightening of warped dies.

IN WITNESS HERETO, the parties have caused this Memorandum of Agreement to be executed.

MEMO #3

September 16, 1976

Reissued: August 1, 1997

**MEMORANDUM OF AGREEMENT
JANITORIAL WORK BY OUTSIDE VENDOR**

The following janitorial work is performed under contract with an outside vendor:

1. All office dusting, mopping, sweeping, removal of waste cleaning of walls, floors, doors, etc.
2. All maintenance of tile floors in the offices, canteen and laboratory.
3. Cleaning, removal of waste, and restocking of supplies in canteen, locker room and rest rooms on the "B" shift.

It is the intention of the Company to continue to have this type of maintenance work performed by an outside vendor; however, there are no plans to expand it into the factory area at the expense of Bargaining Unit employees.

IN WITNESS HERETO, the parties have caused this Memorandum of Agreement to be executed.

MEMO #4

Reissued: August 1, 1997

MEMORANDUM OF UNDERSTANDING

It is the intent of Dunlop to pursue contracts to increase our sales and enhance our production. In solicitation of these

contracts, a requirement by our personnel to load tires on to trucks may be a prerequisite to bidding on such contracts.

It is understood and agreed that loading trucks is not a normal function of our Warehouse personnel. It is further understood that this particular duty is not contained in any of our job descriptions. In order to remain consistent with our application, it is agreed that such shipments shall be loaded by our Department 770 Utility personnel. It is agreed that this is not a function of our loading crews.

IN WITNESS HERETO, the parties have caused this Memorandum of Agreement to be executed.

MEMO#5

June 16, 1981

Reissued: August 1, 1997

MEMORANDUM OF UNDERSTANDING

It is the intent of all Dunlop employees to pursue the safest work environment possible within our Huntsville Plant. In order to help achieve this goal, it is agreed that the Maintenance Unit will have total responsibility for the mobility of our various non-power trucks. If a truck becomes in any way immobile, the assigned Maintenance employee shall have the authority to take whatever means deemed necessary to insure the mobility. This shall include cleaning, removal of foreign material.

This intent is agreed upon in order to expedite a program which will help in minimizing back strains and injuries due to these trucks.

IN WITNESS HERETO, the parties have caused this Memorandum of Agreement to be executed.

MEMO #6

May 16, 1988

Revised: August 1, 1997

**MEMORANDUM OF AGREEMENT
ATTENDANCE PROGRAM & REPORTING AND
ABSENCE**

ATTENDANCE PROGRAM

All employees will be allowed two (2) occurrences of absence in a ninety calendar day period. Any employee who exceeds this allowance will be subject to disciplinary action in accordance with Article III of the General Agreement.

PROGRAM GUIDELINES

1. Any employee who exceeds two (2) occurrences of absences in a ninety day period will receive a Warning Notice as outlined in Article III, Section 3.02 of the Contract. In addition, in any such case, the employee must attend work without additional occurrences of absence for ninety calendar days to avoid further disciplinary action under Section 3.02. Should an employee, under this condition, work without an absence during the ninety calendar day period following disciplinary action, the allowance for two (2) occurrences in ninety calendar days will be reinstated.

2. A) All occurrences of absence shall be included in this program other than the following:

1. Jury Duty
2. Military Duty
3. Contractual Leave for Death in Family
4. Union Business
5. Attendance at a Compensation Hearing or Deposition
6. Disciplinary Leave
7. Vacation
8. Permission or Leave of Absence (non-medical)
9. FMLA Leave

B) Absences due to sickness if greater than one (1) day in duration shall be considered on one occurrence. Employees with active absentee Warning Notices shall have these days considered as one occurrence only if the occurrence is certified by a doctor's certificate as outlined in Section 3.02 (H) of the Contract.

C) It is recognized that an employee may return to work prematurely to full recovery of an accident or illness and be unsuccessful in performing his job. Reoccurrences of the same medical condition which result in the employee being unable to perform his job will be treated as one occurrence providing the reoccurrence occurs within 7 calendar days of the return to work and is supported by the attending physicians medical certification. The Company retains the right to submit the employee to a Company appointed physician for purposes of verifying the condition resulting in the reoccurrence. Disputes shall be resolved according to the third party procedure within 9.11(C) except that the expenses for the third party physicians under this provision shall be borne by the employer.

D) Lates in excess of three (3) minutes or any partial day absence of four (4) hours for eight hour employees or (6) hours for

twelve hour employees or less shall constitute one-half of a day's absence. Two (2) half occurrences as outlined in this 2(D) will count as an additional occurrence for purposes of paragraph 1 of this memo #6.

- E) A day of absence or partial absence begins a ninety (90) calendar day period.

This program is designed to allow some frequency of incidental absence. An employee whose record shows an inability to meet his attendance requirements on a regular basis shall also be subject to the Attendance Review Program.

REPORTING AN ABSENCE

Reporting an absence. Employees unable to report to work for a full or partial day shall telephone 772-1200 at least one (1) hour prior to their scheduled starting time.

Employees reporting off must state their name, department, badge number, supervisor's name, reason for absence, last day worked, and expected return-to-work day. If the individual who is calling is not an employee, that individual must state their name and relationship to the employee. If the status of the reported expected return-to-work date changes, it is the employees responsibility to notify the Company and update his expected return-to-work date. The employee will be assigned a "Call In Number" for reference in the event of any questions concerning their report off.

GUIDELINES - Counseling and Warning

1. Employee failed to report off as outlined in rule under reporting an absence. However, his report was made

some time between one (1) hour prior to shift starting time and four (4) hours into his shift.

- A. Infraction of this nature shall result in counseling. A maximum of two (2) such occurrences in a ninety (90) day period shall be allowed.
 - B. The third (3rd) occurrence shall warrant the issuance of a formal Warning Notice. Any further infraction within ninety (90) days of a formal Warning Notice shall result in an additional write-up. If an employee goes ninety (90) days without an additional warning, the counseling system shall be reinstated.
2. Employee fails to report his absence during the first four (4) hours of his regular shift.
- A. Any infraction of this nature shall result in a formal written Warning Notice.
3. During the course of the bargaining meetings the subject of no reports for scheduled early overtime hours (four (4) hours prior to regular shift) were discussed.

It is agreed that employees who report to work after the starting time for these hours but prior to ten minutes before their normal shift starting time will be considered as late and be subject to counseling if they have not followed the "report off" agreement. Any employee who fails to report off and does not report or clock-in prior to ten minutes before their normal shift starting time will be considered A.W.O.L.

IN WITNESS HERETO, the parties have caused this Memorandum of Agreement to be executed.

MEMO#7

May 16, 1988

Revised: August 1, 1997

**MEMORANDUM OF AGREEMENT
ATTENDANCE REVIEW**

Regular attendance and stability of the Huntsville workforce is a key to the future of the Huntsville factory. Each employee must establish and maintain a stable record of attendance and perform his job on a regular basis. Failure of an employee to establish regular attendance and stability shall result in the following:

Review A: The employee's attendance record will be reviewed with him by his Section Manager in the presence of his Union Steward. This review will include any periods of Temporary Alternate Duty. Upon completion the employee will be put on notice that immediate and continued correction is necessary to avoid further review.

Review B: Failure to correct and maintain regular attendance shall result in a further meeting. The Business Center Manager and Division Chairman shall meet with the employee and review his overall record. This review will include any periods of Temporary Alternate Duty. The employee will be instructed that this is mandatory that immediate and continued correction is necessary to avoid jeopardizing his employment.

Review C: Should the employee fail to correct said attendance record, the Company may elect to sever the employee's employment. This action is based on the employee not being able to maintain regular attendance at the Huntsville facility, which is a requirement of every job. This includes any periods of Temporary Alternate Duty. The decision to

terminate an employee hereunder will not be made until due consideration has been given to the employee's total record including length of service as well as the immediate circumstances involved and whether or not there is a reasonable expectation of improvement. Except as provided in this Review (C) and 3.02(G), the above right of the Company will not be limited or restricted by any other agreement between the Company and the Union, including Article III, Section 3.02 (H) and Article IX, Sections 9.11 (C) and (D) of the General Agreement or Memorandum #6 (8).

IN WITNESS HERETO, the parties have caused this Memorandum of Agreement to be executed.

MEMO #8

July 06, 1985

Revised: August 1, 1997

**MEMORANDUM OF AGREEMENT
TEMPORARY ALTERNATE DUTY**

In the event an employee is considered temporarily disabled by a physician, or plant nurse, the Company will make every reasonable effort to accommodate the employee with productive work while the employee is recovering from an occupational or non-occupational injury. In an effort to accommodate an employee's temporary medical restrictions, approved by the Company physician, the Company can assign any type of meaningful work within the plant facility. Employees will not be placed on temporary alternate duty assignments that are in conflict with their physical limitations.

Work assignments for employees on temporary alternate duty will be given on daily basis of the employees scheduled work day. Employees placed on temporary alternate duty work will be expected to perform the work assigned to accommodate their medical restrictions and will not be subject to overtime distribution rules while on temporary alternate duty.

The Company retains the sole right to invoke or refuse to invoke this provision for any and all employees absent from work due to occupational or non-occupational illness or injury. This provision shall not obligate the Company to provide Temporary Alternate Duty for an employee if in the opinion of the Company it is deemed not beneficial to do so. In the event temporary alternate duty is offered, such work will be assigned without regard to the work-related or non-work related origin of the employee's restrictions.

Note: On the wage key sheets we will note that Temporary Duty Assignments will be at Labor Grade five (5) for any and all assignments.

IN WITNESS HERETO, the parties have caused this Memorandum of Agreement to be executed.

MEMO #9

May 16, 1988

Reissued: August 1, 1997

MEMORANDUM OF AGREEMENT COPE CHECK-OFF

The Company agrees to deduct from the wages of those employees who so authorize such deductions by written assignment, regular monthly USWA COPE contributions.

"I hereby authorize Dunlop Tire Company to deduct from my pay and to forward to the USWA COPE Fund:

\$_____ Per Month Each Month

This authorization is signed freely and voluntarily and not out of fear of reprisal and on the understanding that the USWA COPE and the AFL-CIO COPE are engaged in a joint fund-raising effort and will use the money contributed to that effort to make political contributions and expenditures in connection with federal, state and local elections, and that this voluntary authorization may be revoked at any time by notifying the Company and USWA COPE in writing of a desire to do so."

Dept. _____ Signature _____

Payroll or Clock Card No. _____ Date _____

IN WITNESS HERETO, the parties have caused this Memorandum of Agreement to be executed.

MEMO#10

May 16, 1988

Reissued: August 1, 1997

MEMORANDUM OF AGREEMENT

It is agreed that all job classifications will work full shifts. All lunch periods will be twenty (20) minutes and all break periods ten (10) minutes, not to exceed two breaks in an eight hour shift. As practiced, transition time will continue to be allowed. All lunch and break schedules will be determined department by department.

MEMO #11

May 16, 1988

Revised: August 1, 1997

**MEMORANDUM OF AGREEMENT
EMPLOYEE ASSISTANCE PROGRAM**

The Employee Assistance Program is established for the purpose of providing guidance and help to employees who have committed to resolving their personal problems and leading a more healthful and productive life. In-so-far as the Company and the Union have committed their resources and support to the Employee Assistance Program similar commitment must be made by employees who utilize the program. The following guidelines are established in recognition of the commitments necessary:

1. A&D programs must be at a facility/program approved by the joint E.A.P. Committee and the Company. Benefits under the Pension and Insurance Agreement will not be payable for non-approved facilities/programs.
2. Each individual entering an in-patient A&D facility must make a commitment to a follow-up program which meets guidelines established by the Company. It will be the responsibility of the individual to provide a means of follow-up verification to the Company.
3. Benefits under the Pension and Insurance Agreement are limited to one (1) in-patient treatment in an employee's term of employment.
4. The Company is in agreement to continue the Employee Assistance Program for the term of this contract and, in addition, allow the counselor appointed by the Union

forty-two (42) hours of Union time off the job to execute this program and shall be paid his/her A.E.I.R., A.S.T.H.E., or hourly rate, whichever is higher.

IN WITNESS HERETO, the parties have caused this Memorandum of Agreement to be executed.

MEMO #12

May 16, 1988

Reissued: August 1, 1997

**MEMORANDUM OF AGREEMENT
VACATION RELIEF EMPLOYEES**

1. The classification of Vacation Relief is established to provide for supplemental manpower during the peak vacation periods of May, June, July, and August.
2. The Company may hire Vacation Relief employees beginning with the third calendar week of April. Vacation Relief positions are exempt from the normal procedure of filling a vacancy (ARTICLE IX) and the Company will hire directly from outside sources. Vacation Relief employees may be assigned to any shift and job as needed. The Company has the right to reassign the job and/or shift or terminate the employment of a Vacation Relief employee at any point during the term of his employment. All Vacation Relief employees must be off the active roll following the first Sunday in September.
3. Vacation Relief employees will work on job classifications covered by the General Agreement but will not acquire any of the seniority rights provided to regular

employees under the Agreement. In the event of a plant layoff, Vacation Relief employees will be removed from the active roll prior to any regular employees, including regular employees in their probationary period. Vacation Relief employees will be reassigned or removed from the active roll prior to a reduction of regular employees in a classification they are relieving.

4. Vacation Relief employees will be eligible for Holiday pay per Article VII, Section 7.14 of the General Agreement and benefits under Part V, Section B and Section F of the Insurance Agreement, including VSP. No other benefits will be provided.
5. Vacation Relief employees will be hired at the Hiring Rate shown on the Wage Key Sheet and will advance in accord with Article VII, Section 7.01 (B)(1) and in accord with 7.02 (c)(1-4) for time worked on incentive operations. Transfer rate progression will not apply to Vacation Relief.
6. Vacation Relief employees will not be offered overtime. Vacation Relief employees may be scheduled to work the sixth-day when their assigned department is so scheduled.
7. It is the policy of the Company to provide equal employment opportunity without regard to age, sex, color, race, religion, national origin, marital status, veteran status or presence of non-job-related medical condition or handicap. Employment preference for Vacation Relief positions will be to relatives of Dunlop employees to the extent practical while maintaining an equal employment opportunity.

IN WITNESS HERETO, the parties have caused this Memorandum of Agreement to be executed.

MEMO #13

May 16, 1988

Reissued: August 1, 1997

MEMORANDUM OF AGREEMENT

The Company shall send two (2) safety committee members each year to a safety and health class which will be held at the George Meany Labor Study Center. This will be done until a total of six (6) safety members have been sent.

IN WITNESS HERETO, the parties have caused this Memorandum of Agreement to be executed.

MEMO #14

May 16, 1988

Reissued: August 1, 1997

**MEMORANDUM OF AGREEMENT
NEW EQUIPMENT CLASSIFICATIONS**

Based on the modernization of the Huntsville Plant, some machines and equipment are being replaced by more modern machines and equipment. Many times the jobs are not the same, but very similar in nature. Should the Company issue the incumbent employees layoff notices, it would result in many employees being bumped from their preferred jobs and shifts throughout the plant. In order to avoid displacing many workers, the employees on affected classifications where the jobs are very similar in nature will have the option, in seniority order, of moving from their present position to the new job classification prior to posting the new jobs. If these employees elect to go to the new classification this will not be regarded as an exercise of bid rights.

IN WITNESS HERETO, the parties have caused this Memorandum of Agreement to be executed.

MEMO#15

May 16, 1988

Revised: August 1, 1997

**MEMORANDUM OF AGREEMENT
USWA #915/DUNLOP TIRE CORPORATION
HEALTH AND SAFETY PROGRAM**

THIS MEMORANDUM OF AGREEMENT is made and entered into this 1st day of August, 1997, by and between the United Steelworkers of America, AFL-CIO, CLC, Local 915, hereinafter referred as the "Union," and Dunlop Tire Corporation, hereinafter referred to as the "Company," mutually agree as follows:

WHEREAS: It is recognized that the Union and the Company have concern for the protection and preservation of the health, safety and welfare of all those employed under this Agreement; and

WHEREAS: It is recognized that the Union and the Company are committed to providing for each employee a place of employment free from all recognized hazards that are likely to cause physical harm to any employee; and

WHEREAS: It is recognized that the Union and the Company have a commitment to the increased awareness of all employees in matters relating to safe work practices and procedures established for the protection of their health and well-being and that all employees have a responsibility to follow such safe work practices and procedures; and

WHEREAS: It is recognized by the parties of the need for the establishment of further health and safety programs which will be beneficial to the health, safety and well-being of all employees; and

WHEREAS: It is the desire of the Union and Company to further expand these programs by providing for Personal Health Surveillance and off-the-job safety programs.

1. To establish a Union/Company Health and Safety Program, including the implementation of a Personal Health Surveillance Program and an Off-The- Job Safety Program. (It is the intent of this Program to supplement and not replace the plant Safety and Health Program.)

2. The Central Safety Steering Committee will administer the aforementioned Program. The Central Safety Steering Committee will establish a subcommittee to administer this program. Such subcommittee would consist of the Union President (or designee), Union Safety Chairman, Human Resources Manager (or designee) and the Safety Engineer.

3. It shall be the function of the Central Safety Steering Committee or the subcommittee when established, to approve or establish programs to promote the health and safety of all employees, to increase the awareness of said employees of any potential hazards involved in their work environment or off the job, and to educate the employees on safety practices or procedures which eliminate or minimize their exposure to debilitating injuries or diseases.

4. Among the programs or studies that are considered within the scope of the Joint Committee's responsibility and authority are those utilized.

(a) To provide necessary funds to develop or obtain programs to increase awareness of all employees on matters relating to safe work practices, prevention of occupational disease, the use of personal safety protection devices and any other matters relating to the overall health and safety of the employees such as:

(i) Development of training programs to indoctrinate new or transferred employees on the safe and healthful work practices associated with the job and work environment.

(ii) Toxicity data regarding exposure to toxic chemicals.

(b) To provide funds for expenses of Union Safety and Health Representation for attendance at seminars that are approved by the Committee.

(c) To provide necessary funds for the implementation of a Personal Health Surveillance Program.

(d) To provide funds to establish off-the-job safety programs.

(e) To provide funds to establish a safety and health reference library.

As a basis for identifying areas requiring attention and/or concentrated preventative efforts the parties will utilize data and information which is available through Dunlop's Occupational Accident/Illness Reporting System, Joint Occupational Health and Safety Program and the Personal Health Surveillance Program-summary data only.

It is the intent of the parties to accomplish as many of these programs or studies as are practical. Therefore, limits will be imposed by the Joint Committee as to the amounts that may be utilized for any particular program.

5. The following guidelines apply to the implementation of the Personal Health Surveillance Program:

(i) The parties may enter into an agreement with an independent impartial health monitoring service to administer a questionnaire and those screening tests which have been agreed to by the *Joint Committee*.

(ii) To insure uniformity of testing and interpretation of all test results, a single health monitoring service will be retained. Such service will provide its own mobile testing facilities.

(iii) The interpretation of all test results, including a comparison with previous results for individual employees will be provided by the health monitoring service along with its recommendations to the employees to insure proper safeguards for their personal health.

(iv) The results of the Personal Health Surveillance test and recommendations will only be provided to the individual employees and their personal physicians.

The summary of abnormalities shall only be provided to the Local Union and the Company. No individual identifiers will be referenced.

The summary of abnormalities shall be submitted to an impartial third party clinical pathologist (M.D.) for review and interpretation.

(v) The Union and the Company shall encourage participation in the programs which will be made available on a voluntary basis. Screening tests and

completing questionnaires will be performed off shift on the employee's personal time.

(vi) The first series of screening tests and the filling out of the questionnaire will be offered to all covered employees. Testing shall be repeated annually.

6. A development of a funding system and program based on the hours worked per week of the non-salaried (hourly) employees. This fund is to be set aside by the Company and to be jointly administered by representatives of the Union and the Company.

Adequate funding shall be available and utilized in the following programs:

A. Personal health surveillance and Labor/Management Safety and Health Training Programs.

7. All necessary expenses incurred in the implementation of these Programs, not to exceed the equivalent of two cents (\$.02) per hour for each hour worked by employees covered hereby, shall be foregone from future C.O.L.A.'s of this current agreement.

In the event the current function of \$.02 per hour is insufficient to meet the expenses of the program, an additional \$.01 may be allocated from future C.O.L.A. for the period required to bring the fund to the required level. The Union will notify the Company when to increase the allocation and the date to reduce the allocation to \$.02 per hour.

8. At three (3) month intervals, the Company shall furnish the Union a written statement indicating the money available and current expenditures under the program.

9. The Company will take the following actions to facilitate the successful implementation of this Joint Safety and Health Program.

A. The Company will cooperate with the Local Union Safety Chairman in coordinating the implementation of the health screening program, including consideration of time necessary to ensure a successful program.

B. The Company shall cover all expenses incurred by the Union during their attendance at the Annual USWA Joint Labor/Management Health & Safety symposium. The Union will be represented by:

- The Union President or his designee.**
- The Local Union Safety Chairman**
- Three Union members of the plant U/M Safety committee**

C. By the same token the International Union has invited and encouraged attendance and participation by the Company at this same Joint Labor/Management Health & Safety symposium.

10. This Agreement will become effective on the 1st day of August, 1997.

MEMO #16

Reissued: August 1, 1997

MEMORANDUM OF AGREEMENT

RE: Stock Trucker Overtime (Job Station Assignment, Dept. 730)

Stock truckers will be allowed job station preference by seniority on overtime provided they are available to meet with

their supervisor for selecting job stations at shift starting time. The only exception to the above is that a stock trucker working overtime and his/her normal preference job station is open, he/she shall be given preference of that job station regardless of seniority. It is agreed that stock truckers will be informed of the available job stations at the time overtime is being offered, with the understanding that they will select job stations by seniority at starting time. In the event an employee is not available at shift starting time, the employee will lose all rights and will be assigned a job station by the supervisor. Overtime employees will line up first in-class then out-of-class, temporary transfer employees will fill job stations after the above.

IN WITNESS HERETO, the parties have caused this Memorandum of Agreement to be executed.

MEMO #17

July 20, 1991

Reissued: August 1, 1997

MEMORANDUM OF AGREEMENT OVERTIME SOLICITATION

Each Department will utilize the uniform weekly overtime solicitation method unless it is mutually agreed by the Division Chairman and Manager to forgo this requirement for a Department or job.

Thursday at 2:00 P.M. each week a posting for each shift will be placed on the departmental bulletin board. This posting will cover the period of the following Saturday through Friday.

Department employees will have the opportunity to review this posting and initial their overtime choices until the time the posting is removed from the board. Postings will be removed from the board at the following times:

'A' Shift at 8:00 A.M. Wednesday

'B' Shift at 4:00 P.M. Wednesday

'C' Shift at Midnight Wednesday evening

Employees who are absent and unable to request or initial their overtime requests in person will be required to contact their Supervisor to make and initial their overtime requests on the posting.

After the request posting is removed from the board it is marked final and a copy will be made; the original is retained in file and the copy will be posted by Thursday 2:00 P.M. When the need for overtime arises, overtime will be offered to low-houred employees who have indicated their desire to work on the request sheet. There is no obligation to balance overtime offerings to employees who have not indicated a request to work at the specific time period the overtime is being offered for.

Once an employees has indicated a request to work for a specific overtime period, that employee must maintain his commitment unless he notifies the supervisor prior to the actual offer of overtime that he no longer wishes to work at that time. Failure to maintain an overtime commitment on fifty percent (50%) of the available offered occasions during a thirty calendar day period will result in loss of privilege to request overtime for thirty calendar days.

IN WITNESS HERETO, the parties have caused this Memorandum of Agreement to be executed.

**MEMORANDUM OF AGREEMENT
GRIEVANCE/ARBITRATION**

The parties recognize that the Grievance/Arbitration system established in the General Agreement represents the mutually administered means the parties have established for resolving contractual disputes. The parties agree that the joint Grievance/Arbitration system is of mutual importance to the parties as well as all Huntsville employees whether they are in the Bargaining Unit or Management.

Both parties acknowledge that there have been problems in resolving disputes through the Grievance/Arbitration procedure. However, while the Union and the Company have noted some shortcomings on the part of the other party, both are now willing to move towards correcting these areas of concern.

I. It is hereby that towards securing the continuing viability of the Grievance/Arbitration system the parties will:

- 1. All parties will handle the affairs of the Grievance/Arbitration system in a professional and cooperative manner.**
- 2. All parties will abide by the agreed upon provisions of the Grievance/Arbitration system.**
- 3. All parties will encourage resolution of disputes as promptly and as close to the source as possible.**
- 4. The parties will jointly pursue continuing improvements in the Grievance/Arbitration system.**

II. In furtherance of this commitment, it is agreed to establish the following program for Arbitration in addition to the provisions contained in Section 5.04:

- A. Beginning in September 1991 and continuing every third month thereafter, the Union President and the Manager Employee Relations shall select through mutual agreement at least four active grievances from each Production Center to be arbitrated under the terms of this memorandum.
- B. The grievances selected under paragraph A above will be assigned for resolution to Union and Company representatives identified in the Second or Third Step of the Grievance system.
- C. The representatives assigned the grievances shall have complete authority and responsibility for resolution of the grievances.
- D. Should the representatives in C above fail to resolve any of the assigned grievances, it will be the responsibility of the same representatives to personally present the disputed grievances in arbitration. This responsibility cannot be delegated from the original assignment.
- E. Arbitration hearings for airing grievances under this memorandum will be scheduled to be held two weeks after the assignment of the grievances.
- F. Arbitration under this memorandum shall follow the standard practices of the parties with the exception that post-hearing briefs will not be utilized.
- G. The decision of the Arbitrator on cases heard pursuant to this memorandum shall have no precedent value.

- H.** The commitment of assigning grievances for a Production Center shall be relieved only when there are no active grievances in the backlog of the Production Center which can be mutually agreed to under A and G above.

IN WITNESS HERETO, the parties have caused this Memorandum of Agreement to be executed.

MEMO #19

July 20, 1991

Reissued: August 1, 1997

**MEMORANDUM OF AGREEMENT
SEVEN DAY OPERATION**

The parties agree that it is in their mutual interest to insure that the Huntsville plant obtains and maintains a competitive position in our industry. To this end the Company may at its discretion institute Seven Day Operation(s) by classifications, by department(s), or plantwide. The Company may discontinue such operation(s) when the Company determines business conditions warrant doing so.

The Seven Day Operation schedule for the Huntsville Plant will be established in the following manner:

- 1.** The Seven Day Operating Schedule for the Huntsville factory will be determined by a vote of the Huntsville Bargaining Unit.
- 2.** The vote shall be between the two Seven Day Operating Schedules agreed upon during the 1991 Negotiations. These two schedules are:

- A. The 6 2/3 Operating Schedule - Exhibit A
- B. The 12 Hour Operating Schedule - Exhibit B

- 3. To provide adequate time for employees to study and become familiar with the two seven day operating schedules, the vote will be within 50 days following ratification of the General Agreement.

EXHIBIT A

The 6 2/3 Seven Day Operation Schedule will include the following revisions to the General Agreement:

6.01 (C)

Add- For department(s) on the Seven Day schedule, the standard workweek is defined as five (5) eight hour days within the week.

6.04(C)

Add- Shifts which do not work on Thursday or Friday of the week will be paid on Wednesday.

7.06(C)

Add- For department(s) on a Seven Day Schedule, doubletime shall be limited to work performed on a Holiday or the seventh consecutive day of the payroll week worked.

7.14(C)(a)

Add- unless the plant is operating on a seven day schedule

7.14(C)(10)

Change- In the event the first of the two (2) consecutive holidays falls on Sunday and the plant is not operating on a seven day schedule, the holiday will be determined by mutual agreement.

EXHIBIT B

The 12 Hour Seven Day Operation will reflect the language of the Banbury Seven Day Operation as effective with the 1991-1994 General Agreement with the following revisions:

1. The payweek of the schedule will be adjusted to four (4) hours of overtime in the standard two week working cycle.
2. Holiday pay will be revised to provide for eight (8) hours of holiday payment for holidays falling on either scheduled or unscheduled work days of the crews. There will be no SUB for the balance of unpaid hours.
3. Overtime premium payment will apply to hours worked over forty in a payweek and will be paid at time and one-half in all cases including Sunday.

IN WITNESS HERETO, the parties have caused this Memorandum of Agreement to be executed.

MEMO #20

July 20, 1991

Reissued: August 1, 1997

MEMORANDUM OF AGREEMENT

The parties recognize that historically in the Huntsville plant job classifications have evolved through revision, consolidation, separation, and other forms of change. This continual change is expected to continue in the future as processes, methods, and products change.

To protect the rights and security of employees, as well as to ensure continued fair and consistent treatment of employees the parties do hereby agree to the following:

1. The Company and the Union Bargaining Committee can mutually agree to avert situations where the strict application of the job bidding and layoff system of Article IX of the General Agreement would result in employees being unfairly bumped from their preferred jobs and shifts.
2. To ensure fairness, the Company and the Union Bargaining Committee can mutually agree to an application of seniority during such change which may differ from the strict application of the job bidding and layoff system of Article IX of the General Agreement but which is in keeping with the intent of our seniority system.
3. To ensure consistency, the Company and the Union Bargaining Committee will establish and maintain a record of jobs which have changed in the past or do change in the future as contemplated by this memorandum.

IN WITNESS HERETO, the parties have caused this Memorandum of Agreement to be executed.

MEMO#21

June 20, 1990

Reissued: August 1, 1997

MEMORANDUM OF UNDERSTANDING COMMITMENT TO COMPETITIVENESS

The Management of Dunlop-Huntsville recognizes that it cannot get along without Labor any more than Labor can get along with-

out the Management. Both are in the same business and the success of that business is vital to all concerned. This requires that both Management and the Union members work together to the end that the quality and cost of our product will prove increasingly satisfactory and attractive so that the business will be continuously successful.

Dunlop holds that the basic interest of employer and employees is the same. Job security through the long term success of the Huntsville Plant is a common goal. This success of the Huntsville Plant will provide employees with prospects of more stabilized and increasing job opportunities. This objective, however, can be accomplished only if full and wholehearted cooperation is supported, agreed to, and implemented by the Company and Union on the basis of mutual trust and respect. It is imperative that the Huntsville Plant be competitive if the Company, the Union, and the employees are to have a future at the Huntsville Plant.

It is of critical importance to recognize that equipment, method, procedure and other technical expertise in manufacturing radial tires are constantly upgraded, and that such upgraded technical expertise is put to effective use for the people dealing with it.

In order to realize the full benefit of changes and upgrades and to improve the competitiveness of our plant, Management personnel and the Union Bargaining Committee will undertake problems with the effort of cooperation to acquire by mutual agreement the following:

ONE- In order to make the plant competitive and viable, the need to change raw materials, equipment, procedures, methods, manning requirements, scope of work activity, crew, composition and other aspects of the manufacturing activity will continue. The Union recognizes this necessity, and will assist the Company's efforts to encourage employees to provide their full cooperation.

Implementation of the foregoing understanding will then require the Union and the employees and Management.

A. To anticipate combination, abolition or creation of departments, and/or classifications, or redefinition of existing department and classification.

B. To agree that each employee is responsible for the quality of his own work. In doing so, the Company will insure that each employee has the resources and knowledge to assess his product or function.

TWO- The Company will explain in detail in advance of effecting changes referred to in ONE above to the Union and respective employees to be affected. The specific changes are not intended to increase the workload on the employees beyond the level contemplated in the Collective Bargaining Agreement, but will require working to that workload, some training, orientation to new methods, and flexibility of approach.

THREE- The parties hereto recognize that training is an important aspect to efficient operation of the plant, and the Union agrees that it will encourage training among fellow workers.

IN WITNESS HERETO, the parties have caused this Memorandum of Agreement to be executed.

MEMO #22

September 23, 1994

Revised: August 1, 1997

**MEMORANDUM OF AGREEMENT
HUNTSVILLE SHP**

This Memorandum is entered into for the purpose of establishing a new Huntsville Standard Hour Plan (SHP) for the Tire Building incentive classifications. The provisions of this SHP apply only to the Tire Shop. The new Standard Hour Plan (attached) will totally replace the SHP of the 1991-1994 General Agreement. This new SHP will control and replace all prior payment agreements, letters, policies, and practices, (both written and unwritten), that apply to incentive paid jobs or operations.

The language noted below in the 1994 General Agreement will be modified or replaced by the terms of the new SHP:

ARTICLE VI

Section 6.01 (D)

delete "...who are on hourly-rated and continuous operation jobs..."

ARTICLE VII

Section 7.01 (A)(1)

Replace with: "The Incentive Key Sheets shall show the Incentive Base Rate and earnings at the 115% and 120% levels of each grade."

A notation on the Wage Key Sheet will be made that incentive base rate is the minimum guarantee for tire building.

Section 7.01 (C)

Revise the language of the new Huntsville Wage Curve -
1994 Agreement, for rate progression and qualification.

Section 7.02 (A) thru (D) Delete

(E) (1) Delete last sentence

Section 7.03 Delete [insert new SHP language]

Section 7.04 change to base rate

Section 7.08 (B) & (C) change to 120%

Section 7.08 (D) change to base rate

Section 7.09 (A) change to base rate

Section 7.10 Language o.k. but paid lunch for incentive
employees will be at A.S.T.H.E.

Section 7.12 (A) 120% of base rate

Section 7.13 Language o.k. but any call-in pay for
incentive employees will be at the incen-
tive base rate

Section 7.14 (B) A.S.T.H.E.

Section 7.15 change to base rate

Section 7.16 (A) & (B) 115% of base rate

Section 7.17 115% of base rate

Section 7.18 120% of base rate

ARTICLE VIII

8.01 (C)(2)

115% of base rate

ARTICLE X

10.01

A.S.T.H.E.

10.02 (C)(7)

A.S.T.H.E.

ARTICLE XI

11.10 all departmental agreements that deal with incentive, incentive rates of pay or incentive practices are superseded

MEMORANDUM OF AGREEMENT

Delete "Clean Card" Memo, as revised #10 (#14)

Delete Add-On Percentage Allowance Memo (#16)

LETTERS OF AGREEMENT

Delete Letter #17

Replaces Section 7.03

Section 7.03 - Administrative Policies - Wage Plan

The following basic general policies will govern the administration of the Dunlop Standard Hour Plan for the Tire Building Operations.

The Company will establish time standards for individual operations and/or groups of operations.

1. Principles

The Union, the Company and the employees recognize and agree that in order to provide opportunities for continuing employment, good working conditions, and fair and equitable wages, the Company must improve its competitive position through optimum productivity and minimum costs. The parties further agree

that the Company will be supported in its efforts to improve productivity, eliminate waste, conserve materials and supplies, and improve quality of workmanship, and that employees will provide a good incentive effort toward incentive work.

2. Basic Plan

The basic plan shall be a Standard Hour Plan (SHP) in which incentive standards will be expressed in terms of standard hours for a specified quantity of quality production. However, other suitable time standards may be used in those situations where the standard hour plan is inappropriate.

3. Installation

When jobs in a classification or department are placed on the new SHP standards, all former standards will become void. The correctness of new SHP standards shall not be judged in any way by comparison to former incentive or other standards or performance but, rather by the provisions of this SHP.

4. Establishment of Standards

(a) SHP standards established after the effective date of this Agreement may be established by any accepted industrial engineering technique such as time study, standard data, predetermined time systems, or a combination of these. Reasonable allowances for personal, rest and unavoidable delay will be applied to each standard, for Tire Building positions this allowance will be fourteen percent (14%).

(b) SHP incentive standards when set as defined in (a) above will be established to provide an earnings opportunity of approximately twenty-five percent (25%) above the incentive base rate on the manual portion of a job for a normal qualified operator working at a normal incentive pace.

(c) An incentive opportunity allowance of twenty-five percent (25%) shall be added to all enforced idleness within the machine or process cycle. This allowance will be added even though there exist manual elements, required by the established method, which are wholly internal to the enforced cycle time; it being understood that manual elements may be added to more efficiently utilize such enforced cycle time without affecting the standard. The objective in establishing new and revised incentive standards under this SHP shall be to provide an opportunity for a normal qualified operator working at a normal incentive pace to earn approximately twenty-five percent (25%) above the incentive base rate. It is recognized that individual SHP standards may provide somewhat more or less than the twenty-five percent (25%) earnings opportunity even though they are set as accurately as engineering techniques permit. The fact that employees do not achieve such performance and earnings is not in itself grounds that the standard is not correct. In no case is the approximate twenty-five percent (25%) to be construed as a minimum guarantee. However, an individual incentive standard which does not provide an incentive opportunity of at least twenty percent (20%) shall be considered unsatisfactory and subject to revision under subsection (d) below.

(d) After a new or revised SHP standard is installed on a job, any complaints and grievances regarding such standard(s) shall be handled in accordance with the Grievance Procedure under the General Agreement.

5. Changes in Work Standards

After installation, all SHP standards will be subject to replacement or revision resulting from changes of methods or procedures including, but not limited to: feeds, engineering or specification changes, speeds, tooling, material, workplace layout, quality level, or an accumulation of any such changes which affects the time standard.

Clerical or arithmetic errors will be corrected when found.

6. Calculation of Incentive Earnings

Production will be calculated for each employee or group for the total hours worked on standard during each work period. Incentive earnings will be calculated for each employee for the total hours worked on incentive during each workday.

7. Temporary Standards

When not practical to set a permanent SHP production standard, a temporary standard may be established until a permanent standard can be established. A temporary standard shall become void after thirty (30) days absent mutual agreement.

8. Payment for Loss of Time

Delays may occur which are beyond the control of the operator because of equipment failure, power failure, lack of material, quality problems, lack of schedule, or other causes. When such a delay is properly reported to and approved by the employee's supervisor, the employee will receive payment at the incentive base rate for the time so lost to the extent that such time exceeds six (6) minutes.

(a) Delays of less than six (6) minutes and the first six (6) minutes of each delay which equals or exceeds six (6) minutes shall not be accumulated during the day and are considered compensated for by appropriate allowances in the standard.

(b) Payment for such delays beyond the first six (6) minutes on each occasion shall be treated as downtime and paid at the applicable incentive base rate. Should the employee encounter more than two (2) delays which equal or exceed six (6) minutes during the course of a workday, the entire duration (including the first six (6) minutes) of each subsequent delay (3rd, 4th, etc.) during such workday will also be treated as downtime and paid at the applicable incentive base rate.

9. Group Standards

Standards under the SHP may be based upon group or individual performances. For operations where the Company decides that group or departmental standards are preferable, the total performance hours achieved by the employees comprising the group shall be divided among the participating members of the group in proportion to the hours spent in the group by each.

10. One for One Payment System

SHP standards shall be based upon the principle that an incentive employee will earn an additional one percent (1%) of the incentive base rate for each one percent (1%) of additional performance above the standard.

11. Payment for Work Not Incentive Rated

An employee working in an incentive classification will be paid the applicable incentive base rate as an hourly rate for all time he is assigned to unrated work within the incentive classification provided, however:

(a) that an operator who transfers temporarily at the request of the Company from his classification's work to perform work of another classification will be paid at A.S.T.H.E.. Further, it is understood that the operator requested to transfer is fully capable of operating his equipment (i.e. has stock, no inventory problem, no machine problem, etc.) but is assigned to fill in for a known vacancy such as absentee, no bid job, or lunch/breaks, rather than perform work in his/her classification. Employees shall have to exhibit incentive effort when working on temporary assignment away from their normal work to qualify for payment other than base rate under this paragraph.

(b) that assignments to the following activities or assignments away from their normal work schedule will be paid at 120% of the incentive base rate:

- (1) Assignments to experimental/prototype work, and
- (2) Participation in Company called meetings.

(c) that assignments to the following activities or assignments away from their normal work schedule will be paid at A.S.T.H.E:

(1) Time spent at the request of the company in the instruction of another operator, and

(2) Approved Union Business.

(d) When the Company places an incentive operation on an off-standard basis, due to a change in materials, method, or processes, qualified incentive workers will be paid the off-standard rate of 115% of base rate. Operators must demonstrate incentive effort during the off-standard period to qualify for the off-standard rate.

(e) Payment provided for under (a), (b), (c), and (d) above will be made only when the above assignments are made and the incentive employee is deprived of incentive earnings opportunity. For example, payments will not be made under the above where there is not scheduled work for the employee to run on incentive and the assignment constitutes utilization of available manpower, nor shall such payments apply where the assignment is made during a downtime situation.

12. Supplemental Standards

When an employee working on a SHP standard encounters continuing off-standard conditions of a temporary nature which are significantly affecting his performance, e.g., equipment malfunctions, etc., Industrial Engineering may establish a supplemental standard or temporary allowance to compensate for the off-standard condition for the duration of such conditions. Any supplemental standard or temporary

allowance under this Section shall be applicable only so long as the unusual conditions, for which they were established, continue to exist. Where a supplemental standard or temporary allowance is not applied (e.g., when the duration of conditions is insufficient to establish supplemental standards), the duration of the recognized condition will be compensated at the higher of the applicable incentive base rate or the employee's incentive earnings for the period of the condition.

13. Notification of Standards and Requirements

(a) Incentive standards or changes in incentive standards will become effective on the date of issuance of the standards or changes in standards.

(b) All incentive employees including new employees and transferees will be notified of their time standard in standard hours per unit. They will be instructed on the job method, and sequence, as necessary before the incentive standard becomes effective.

(c) The Union Division Chairman and the Committeeman of the department affected will be notified of the new incentive standards or changes in existing standards. When incentive standards are being established on new or substantially changed operations, the Company will furnish a copy of all new or changed job methods or sequences to the Union Chairman so that he may review how the Company wants the job performed.

14. Expected Incentive Performance

The expected incentive earnings rate is 120% of the job.

SUB AGREEMENT

SUB BENEFIT Calculations under the SUB Agreement will be at 120% where A.E.I.R. was previously specified.

PENSION AND INSURANCE AGREEMENT

Workers Compensation supplement will be 80% of the Fixed Rate for the applicable Labor Grade of the new Huntsville Wage System - 1997 Agreement.

There will be no A.E.I.R., 95% A.E.I.R., A.S.T.H.E. (except for over-time premium calculations and as otherwise designated in this memorandum), or any of the old pay modes. All payments will be governed by the pay levels set forth in the Standard Hour Plan.

THE PRIOR WAGE PAYMENT SYSTEM, INCLUDING ALL CONTRACT AGREEMENTS, GRIEVANCE SETTLEMENTS, MEMORANDA OR LETTERS OF UNDERSTANDING, DEPARTMENTAL AGREEMENTS OR PAST PRACTICES RELATING TO THE ESTABLISHMENT OF STANDARDS OR THE PAYMENT OF INCENTIVE EMPLOYEES UNDER THE OLD INCENTIVE SYSTEM, WHETHER WRITTEN OR ORAL, WILL BECOME NULL AND VOID. ANY NEW AGREEMENTS MUST BE IN WRITING AND SIGNED BY BOTH PARTIES.

Payments levels under the Huntsville Standard Hour Plan shall be in accordance with the following schedule:

Huntsville SHP Payment Levels

New Code	Old Code	Condition of Downtime	Payment Level	Subject to Carve-out
624	424	Mechanical	base	Yes
625	425	Electrical	base	Yes
628		Tom liner, jam-up	base	Yes

626	426	No Stock	base	Yes
627	427	Bad Stock	base	Yes
618	428	First Aid Time	base	Yes
630	330	Change Time	base	Yes
694	294	Service Own Stock	base	Yes
637	417	Schedule Complete	base	Yes
<u>660</u>	<u>460</u>	Machine Move	base	Yes
654		Report-In	base	Yes
655		Call-In	base	Yes
629	629	Routine Quality Checks	base	Yes
409		Retroactive Payment	base	No
256		Compensation Hearing	base	No
<u>312</u>		Off Standard 1st Stage	115%	No
<u>302</u>		Off Standard 2nd Stage	115%	No
780	780	Blood Drive/United Way	115%	No
520	420	Training/Qualified Trainee	115%	No
<u>719</u>		Military Duty	115%	No
419	419	Jury Duty	<u>120%</u>	No
728		Funeral Leave	<u>120%</u>	No
428		First Day of Injury	<u>120%</u>	No
429	429	Specification Trial	120%	No
769	469	Meetings	120%	No
		S.U.B. 80% of	<u>120%</u>	No
335	335	Lunch/Break	ASTHE	No
432		Union Representative Time	ASTHE	No
250	250	Temporary Transfer(true)	ASTHE	No
1920/0000		Holiday	ASTHE	No
720		Trainer/Instructor	ASTHE	No
<u>770</u>		Safety Rep. Time	<u>ASTHE</u>	No
		Workers Comp Supplement 80% <u>Fixed</u> Rate-		
		No Curve-out		

Down Time designation codes are subject to revision for identification purposes.

WEIGHT ALLOWANCE CHART

Physical: Consider the average weight handled per man and only those elements of time under load to determine percentage (total time for under load elements divided by base time and use the closest percentage on the chart).

Weight Allowances - The percent allowances given below are based on the effective net weight being handled.

Effective
Net Weight

Handled	**** Percent of time under load****				
Lbs.	1-12%	13-25%	26-50%	51-75%	76-100%
1-10	2	3	2	3	4
11-20	3	4	5	7	10
21-30	5	6	9	13	17
31-40	6	7	13	19	25
41-50	7	9	17	25	34
51-60	8	11	22	X	X
61-70	7	14	28	X	X
71-80	8	17	34	X	X

IN WITNESS HERETO, the parties have caused this Memorandum of Agreement to be executed.

MEMO # 23

September 23, 1994

Revised: August 1, 1997

**MEMORANDUM OF AGREEMENT
MAINTENANCE UNIT OVERTIME**

- (A) When maintenance employees are needed for overtime hours in continuation of their regularly scheduled crew to work on a breakdown, it is understood that the maintenance employee working on the breakdown may continue the work without regard to their position on the overtime chart.
- (1) Job continuation supersedes all overtime rules, not excluding the sixteen (16) hour continues rule.
- (B) All overtime general rules, per Article VI, Section 6.06, apply in addition to items under paragraph (B) of this memorandum. Due to the nature of the work in the maintenance department, it may be necessary for these employees to continue work for more than twelve (12) hours, but not more than sixteen (16) hours.
- (1) All overtime will be charged unless it is canceled by the employer.
- (2) If anyone has a question about the overtime distribution, they may inspect the overtime records.
- (3) Once overtime has been offered and new overtime arises, the overtime employee cannot bump the original employee.
- (4) New employees will be given the greatest number of overtime hours on all overtime list after the completion of sixty (60) days employment.

- (5) Overtime hours will be zeroed on the first scheduled day of January of each new year.
- (6) (a) Anyone changing crews, areas or jobs will assume the greatest number of overtime hours on the in-class chart on the crew, area and job that the employee is going to.
- (b) Anyone changing crews, areas or jobs will assume the greatest number of overtime hours on the out-of-class chart on the crew that the employee is going to.
- (c) In the event of a temporary crew, area, or job change not to exceed two weeks, each employee will assume the overtime hours with whom he swaps.
- (7) Overtime list will be kept on a weekly basis. An updated list will be posted by 2:00 p.m. each Monday.
- (8) Overtime will be distributed according to the employee's position on the overtime list with the low houred employee being asked first.
- (9) Maintenance Unit overtime shall be distributed within the area first from the overtime sign-up sheet in accordance to Article VI, Section 6.05 and the twelve (12) hour block or eight (8) hour block will be offered first to likewise off crew prior to offering four (4) hours over.
- (a) Overtime will be distributed first within the classification and area on the shift which the work is to be performed.
- (b) If sufficient overtime coverage cannot be obtained under (9)(a) above, the overtime will

then be distributed among qualified employees on other classifications of that shift.

- (c) If overtime coverage cannot be obtained by (9)(a) or (9)(b) above, the overtime will be offered to qualified employees on the off crew.
- (10) Anyone refusing voluntary overtime, who wishes to change his mind must receive approval from the maintenance supervisor four (4) hours prior to the time the overtime is to start provided the overtime has not been filled.
- (11) Anyone assigned to work in another classification for one (1) week, day, or more will have overtime rights the same as the permanent classified employee. This applies only during the time of the assignment.
- (12) In class overtime, out-of-class overtime and double time overtime will be kept on separate charts.
- (13) An employee unable to work voluntary overtime will not be penalized in respect to holiday pay providing he has worked the last scheduled day before and the first scheduled day after the holiday.
- (14) If an employee accepts overtime to be worked on a following work day such overtime shall be considered scheduled. The overtime work may be canceled by notifying the employee prior to reporting for work on the day the overtime work was scheduled.
- (15) Overtime sign-up survey forms will be utilized to determine availability for overtime by area both in-class and out-of-class.

- (16) When emergencies or absentee call-ins occur near the end of a shift (two hours or less) the crew that is working prior to the emergency or absentee call-in can be offered overtime until someone on the off crew arrives.

MEMO #24

September 23, 1994

Revised: August 1, 1997

**MEMORANDUM OF AGREEMENT
FIVE DAY LANGUAGE**

Section 6.05 - Overtime Distribution

- (A) When overtime is offered for the first scheduled shift, the "A" shift in-classification employees will be offered four (4) hours from 3:00 a.m. to 7:00 a.m., the "B" shift in-classification employees will be offered the hours of 11:00 p.m. to 3:00 a.m. If these hours are refused by the "A" shift in-classification employees, the "B" shift in-classification employees will be offered the eight (8) hours. If the overtime still exists, it will be offered in the same manner to the qualified out-of-classification employees. When overtime is offered for the last scheduled shift, the overtime will be offered in the same manner as outlined in the above paragraph except the "C" shift eligible employees will be offered the overtime in lieu of the "B" shift employees.

Maintenance Unit

- (B) On a scheduled Saturday, the second shift (B) will be scheduled to do this work during their normal shift when possible. If there is very little work that may go into the second shift, the second shift will be sched-

uled to work days. If this condition occurs then the overtime to the "B" shift will be voluntary.

- (1) On an unscheduled Saturday, any available overtime will be offered by position on the overtime list, with the low qualified employee being offered first. Shift will be determined by seniority.
- (2) If anyone who is out but would be available for weekend overtime, they should call the Maintenance coordinator before 10:00 A.M. Thursday as the Maintenance coordinator will not contact them. They will be considered unavailable.
- (3) All overtime will be charged unless it is canceled.
- (4) If anyone has a question about the overtime distribution, they may inspect the overtime records.
- (5) Once overtime has been offered and new overtime arises, the overtime will be offered at the original cut off point. The new overtime employee cannot bump the original employee.
- (6) Regular assigned shift people have priority to overtime four (4) hours before and four (4) hours after their shift.
- (7) New employees will be given the greatest number of hours on the overtime list after the completion of sixty (60) days employment.
- (8) Overtime hours will be zeroed the first Monday in January of each year.

(9) (a) Anyone changing crews, areas or jobs will assume the greatest number of overtime hours on the in-class chart on the shift, area and job that the employee is going to.

(b) Anyone changing crews, areas or jobs will assume the greatest number of overtime hours on the out-of-class chart on the shift that the employee is going to.

(c) In the event of a temporary shift, area, or job change not to exceed two weeks, each employee will assume the overtime hours with whom he swaps.

(10) Overtime will be kept on a weekly basis. An updated list will be posted by 2:00 P.M. the first full plant work day of the week.

(11) Overtime will be distributed according to the employee's position on the overtime list with the low hour employee being asked first.

(12) Maintenance unit overtime shall be distributed within the area first.

(A) Overtime will be distributed first within the classification on which the work is to be performed.

(B) If sufficient overtime coverage cannot be obtained under (12)(A) above, the overtime will then be distributed among qualified employees on other classifications on that shift.

(13) Anyone refusing voluntary overtime, who wishes to change his mind, must receive approval from

the maintenance coordinator four (4) hours prior to the time the overtime is to start.

- (14) Any people assigned to work as a classified person in an area for one (1) week day or more will have the first choice of daily overtime the same as the permanent classified employees. If the assignment of one (1) calendar week or longer they will be entitled to weekend or shut-down work. This applies only during the time of the assignment.
- (C) Daily overtime after eight (8) hours of work or over-time after the completion of the scheduled forty (40) hour week is voluntary except as provided elsewhere in the Agreement.
- (D) When an employee works over ten (10) hours, he shall be allowed an additional twenty (20) minute paid lunch period.
- (E) Overtime charts showing overtime hours charged to each employee on the job will be maintained in each department. When a full classification other than the Maintenance Unit, is scheduled to work on all three shifts of a Saturday, the eight (8) hour shift will not be included in any overtime charts.
- (F) It is recognized that voluntary unscheduled overtime on Saturday and/or Sunday must take place on the shift based on the efficient operation of the department and consequently is not totally confined to any one shift. Shift continuation (four (4) hours prior - four (4) hours after) applies only to hours which are scheduled. In offering eight (8) hour blocks which are scheduled. In offering eight (8) hour blocks, the Company will first offer these hours to low houred employees regardless of shift assignment (A,B,C) except when a

full department is working, then employees will be offered their preference shift. In situations where there is a scheduled shutdown and/or start-up of a department, this paragraph Q may result in certain employees working two (2) hours above the sixteen (16) hour limitation. When there is an absentee vacancy, classification employees which have not had the opportunity will be offered the eight (8) hour block of overtime and if the vacancy still exists it shall then be offered in four (4) hour blocks to the in-classification employees which are scheduled. If the vacancy still exists it shall be offered to the qualified out-of-classification employees in the same manner. An exception to the above application will be necessary continuation involving minimal time due to extraordinary circumstances.

Examples but not limited to:

- a) Banbury Area - Dry batch dropped in hopper which would require pulling out roller die and necessary cleaning.
 - b) Tire Rooms - Rolls stock back in preparation for extended holiday shutdown.
- (1) On occasions it is necessary to work unscheduled overtime on Saturdays. It is agreed to probe for this over-time at the earliest point in time that the overtime requirements are known. The following guidelines will be used in soliciting unscheduled Saturday overtime.
- (a) Overtime requirements are known before Friday: Probe for overtime starting with low-hour in-class overtime hours shown at 11:00 p.m. on Wednesday night end of "B" shift.

- (b) Overtime requirements not known until Friday: Probe for overtime starting with low-hour in-class using overtime hours shown at 11:00 p.m. Thursday night end of "B" shift.**

It is understood that any hours charged will be assigned to the Saturday in question.

Section 7.06 - Overtime Premium Pay

(A) Triple time shall be paid:

- (1) For time worked in excess of eight (8) hours on a holiday as defined in Article VII, Section 7.14.**

(B) For triple time payments, the premium for the hours worked shall be paid at two (2) times the A.S.T.H.E.

(C) Double time worked on a Sunday or a holiday will be compensated at the rate of double time except for the overlap time to the regular shift termination or the overlap from the regular shift start up time. Time worked in excess of eight (8) hours of a standard "B" shift on a Saturday will be compensated at the rate of double time.

(D) For double time payments, the premium for the hours worked shall be paid at one (1) times the A.S.T.H.E.

(E) Time and one-half shall be paid for all hours worked in excess of forty (40) hour in a payroll week.

**MEMORANDUM OF AGREEMENT
APPLICATION OF HOLIDAYS
FIVE DAY NON-CONTINUOUS SCHEDULE**

During the term of the 1997 General Agreement Section 7.14 (Holidays) will be applied as follows for employees scheduled on a normal five (5) day non-continuous schedule:

- (a) Good Friday and not Easter Sunday will be recognized as the holiday for employees working in the classifications now scheduled on the normal five (5) day non continuous schedule provided that:
 - (i) if possible and consistent with the needs of the plant, employees in such classifications will be permitted to take Good Friday off as a holiday.
 - (ii) if it is necessary to have such employees work Good Friday to support plant operations they will be scheduled and work (at straight time) and their Good Friday holiday will be a floating holiday to be scheduled with their supervisor in the same manner as a day at a time vacation day.
- (b) If a majority of the active employees at the plant are scheduled on a normal five (5) day non-continuous schedule, all employees on such schedule shall receive their Good Friday holiday under the terms of (a) above.

MEMO #26

Plant-Wide Cents Per Pound Bonus Plan

August 1, 1997

During the 1997 negotiations the parties discussed and recognized the negative impact of increasing competitive pressures and depressed market conditions on the Huntsville operations. Both parties agree that manufacturing efficiencies and flexibilities are critical if the Huntsville operation is to become and remain competitive so as to provide long term employment opportunities and agree that if the Company is to survive in today's intensely competitive tire industry, the parties must cooperate in an unprecedented fashion in order to achieve the most efficient tire manufacturing operations.

Even though the parties agree that being more competitive in the marketplace comes only from operating the most cost-effective tire making facility with the most skilled employees, they also recognize that employees would be more likely to direct their focus and efforts on reducing costs through improvements in productivity and quality if the employees had a financial incentive for achieving the desired level of cost reduction. Employees would receive this financial incentive if real, but significant, cost reduction is achieved. The parties have, therefore, agreed to the following Plant-Wide Cents Per Pound Bonus Plan.

This Plan, which will cover the entire Huntsville operation, provides an opportunity for employees to share in improved productivity as measured by the cost per pound of each year's production.

Section 1. Eligibility: Full time employees with one (1) or more years of service on December 31 of each Plan Year who are also on the payroll on April 1 of the following year and employees who actually performed work during, but then retired in, the Plan Year are eligible to receive a bonus for the Plan Year.

Section 2. Plan Years: 1997 start-up and calendar years 1998, 1999, and 2000 will be Plan Years for purposes of this Plan.

Section 3. Formula:

(a) Eligible employees will be entitled to a payment based upon the annual cost/pound achieved during the Plan Year.

(b) Otherwise eligible employees will be eligible for an annual bonus payment for each of the Plan Years based on the actual cents per pound calculation for that Plan Year equal to the hours actually worked by the employee during that Plan Year times the applicable Bonus Multiplier in the following table:

<u>Costs/lb.</u>	<u>Bonus Multiplier</u>
<u>.700 or more</u>	<u>\$.00</u>
<u>.690 - .699</u>	<u>.10</u>
<u>.680 - .689</u>	<u>.20</u>
<u>.670 - .679</u>	<u>.30</u>
<u>.660 - .669</u>	<u>.40</u>
<u>.650 - .659</u>	<u>.50</u>
<u>.640 - .649</u>	<u>.60</u>
<u>.630 - .639</u>	<u>.70</u>
<u>.620 - .629</u>	<u>.80</u>
<u>.610 - .619</u>	<u>.90</u>
<u>.600 - .609</u>	<u>1.00</u>

<u>.590 - .599</u>	<u>1.15</u>
<u>.580 - .589</u>	<u>1.30</u>
<u>.570 - .579</u>	<u>1.45</u>
<u>.560 - .569</u>	<u>1.60</u>
<u>.550 - .559</u>	<u>1.75</u>
<u>.540 - .549</u>	<u>1.90</u>
<u>.530 - .539</u>	<u>2.05</u>
<u>.520 - .529</u>	<u>2.20</u>
<u>.510 - .519</u>	<u>2.40</u>
<u>.500 - .509</u>	<u>2.60</u>
<u>.490 - .499</u>	<u>2.80</u>
<u>.480 - .489</u>	<u>3.00</u>

(c) Costs/lb. will be the average cost/lb. for the applicable Plan Year calculated as the total labor and overhead cost, excluding all depreciation related expense, divided by the total lbs. warehoused. Such formula will not be changed during the term of the plan.

Section 4. For the start-up year of 1997, eligible employees will receive a guaranteed payment of no less that fifteen cents (\$.15) per hour for all hours actually worked during the period of time commencing with the ratification date of this Agreement through and including December 31, 1997. (This guaranteed payment will count against any payment generated pursuant to this plan.)

Section 5. Payments: Payments will be made in lump sum (reduced by applicable withholdings) no later that the second week in April of the year following the Plan Year. This payment will not be included in any benefit or vacation calculation nor included in any ASTHE or any other average earnings calculation for any purpose.

MEMO #27
SUCCESSORSHIP
August 1, 1997

The Company agrees that it will not sell, convey, assign or otherwise transfer any plant operation or significant part thereof covered by this Collective Bargaining Agreement between the Company and the United Steelworkers of America that has not been permanently shut down for at least six months, to any other party (Buyer) who intends to continue to operate the business the Company had unless the following conditions have been satisfied prior to the closing date of the sale:

- (a) the Buyer shall have entered into an agreement with the Union recognizing it as the bargaining representative for the employees within the existing bargaining unit.
- (b) the Buyer shall have entered into an agreement with the Union establishing the terms and conditions of employment to be effective as of the closing date.

The provision is not intended to apply to any transactions solely between the Company and any of its subsidiaries or affiliates, or its parent company including any of its subsidiaries or affiliates, nor is it intended to apply to transactions involving the sale of stock except if a plant or significant part thereof, which is covered by this Collective Bargaining Agreement is sold to a third party pursuant to a transaction involving the sale of stock or a transaction or series of transactions that results in a change of control of the Company.

A permanent shutdown for six months shall mean that for six months following the final closure date,

- (1) bargaining unit work has been discontinued other than tasks associated with the shutdown of operations including but not limited to maintenance of the facility and property, and disposition of equipment, inventory or work in progress; and
- (2) the company is processing and/or paying any applicable shutdown benefits under the labor and benefits agreements.

The following Letters of Intent were agreed upon or renewed in the 1997 Contract Negotiations.

Letter #1

July 1, 1976

REVISED: August 1, 1997

During the 1997 Contract Negotiations the subject of Outside Contractors was discussed:

The following is the intent of the Company in this regard:

1. It is not the intent to contract work out to keep from hiring people or to backlog work so it can be contracted out.
2. It is the intent to make an effort to utilize Maintenance employees to perform the work where it can be done by offering a reasonable amount of overtime to complete the work by required date. It is expected that Maintenance employees who accept overtime as outlined above will follow through on their commitment and work the hours committed to complete the project.
3. Except as is provided in Article XI, Section 11.07, the Company will continue utilizing maintenance employees to perform work historically performed by such employees (e.g. projects arising out of machine breakdown, preventive maintenance) when the following procedure has been satisfied:
 - a) Employees who sign up for, and are selected to work on such projects are committing that they will be available to work on those projects on an as needed basis. This means that:

- Overtime work on that project will take precedence over any other overtime work to which the employee may be entitled.
- The employee will work overtime on that project when necessary; in assigning overtime on those projects every effort will be made to insure job continuity by assigning overtime to the man on the job.
- Employees who do not sign up for a project will have no right to work on the project on a straight time or overtime basis.

b) If an employee does not show up for a scheduled assignment, straight time or overtime, the Company may replace or fill in for the unavailable employee from among the following options:

- Temporary Assignment
- Call-in of an off duty employee
- Use of an outside contractor

c) If the Company does not obtain a sufficient number of employees to sign up for and commit to a project to perform the scheduled work in all of the classifications involved, the Company reserves the right to contract out for that project.

4. The outside contractor will be required to furnish his own tools with the exception of special tools.

5. It is not the intent to use an outside contractor where Maintenance employees are on lay off, provided they have the necessary skills and could complete the project in the required time.

6. Outside contractors will typically be utilized when the work is of major capital projects including new construction, major installation, major modernization of equipment that is not defined as maintenance work normally performed by the company maintenance employees

7. The parties have agreed that the following work may be outsourced without creating an obligation to offer overtime to Maintenance employees. This list is not intended to limit or otherwise restrict work excluded by Section 11.07.

- Fabrication of storeroom stock
- HVAC filter replacement
- Warranty work less than 12 months duration
- Outside fence repair or installation
- Installation and repair of O/H doors
- Carpentry work
- Street and parking lot lighting

Letter #2

July 1, 1976

REISSUED: August 1, 1997

During the 1985 Contract Negotiations the subject of Work Confined to the Bargaining Unit, particularly in the area of training new employees and transferees were discussed.

It is the Company's intention to have this training performed by Bargaining Unit employees, however there may be cases where this training may have to be done by a non-bargaining employee.

In these cases the reasons will be discussed with the proper Union representative, before the training is performed.

Letter #3

August 18, 1979

REISSUED: August 1, 1997

During the course of 1979 negotiations, the subject of Employee Warning Notices was discussed.

In the administration of Article III, Section 3.02, it is not the intent of the Company to issue Warning Notices to employees during their job training period for substandard production and normal learning quality errors. This does not preclude the issuance of Warning Notices for other poor employee performance or willful poor quality and production performance.

Letter #4

August 18, 1979

REISSUED: August 1, 1997

During the course of 1979 negotiations the topic of rescheduling employees doctor's visits to time other than working hours was discussed.

The Company agrees to establish and practice the following policy in regard to this subject.

The Company will contact the employee and inform him of their intention to reschedule the doctor's appointment prior to the action. All rescheduling will be done at the earliest possible time to allow the employee to plan for the appointment. No appointments will be rescheduled with less than twenty-four (24) hour notice to the employee.

Letter #5

August 13, 1979

REISSUED: August 1, 1997

During the 1985 negotiations the subject of scheduling the shutdowns and startups in Division #3 was discussed.

It is the intent of the Company in regard to the application of Article VI, Section 6.01 (A) to canvas qualified "B" shift employees within this division in an effort to distinguish those employees who would be willing to voluntarily work this shutdown period, and qualified "C" shift employees who would be willing to work the startup. Employees who are willing to be considered will be listed according to their qualifications and will be probed on a weekly basis in an effort to secure volunteers in areas that are normally scheduled for shutdown.

It is understood that failing to get volunteers in a particular classification, the Company will revert back to the Department schedule and those employees listed will fulfill this obligation.

Employees in Department 784 which are assigned to Department 736 will also be included in this letter to be afforded the same opportunity as outlined above.

Letter #6

August 18, 1979

REISSUED: August 1, 1997

During the 1979 contract negotiations the subject of notes or warnings to be placed in employees files was discussed.

The Company agrees it will instruct all supervisors that any documentation to be placed into employees files will be discussed with the employee. In addition, employees will be reminded they may obtain a copy of the documentation if they so desire. A copy of the documentation will be sent to Division Chairman.

In addition, the Company will instruct supervisors in administration of Section 3.02 (F). When an employee is to be reprimanded for a matter likely to result in his suspension or discharge, he will be reminded of his right to bring his Union representative into the discussion at that time. If the employee should elect not to have Union representation in attendance, the supervisor will notify the Shift Committeeman of the employee's decision to exclude representation sometime during that work shift or at the first opportunity on the next scheduled shift if the meeting is held after the shift has ended.

Letter #7

January 29, 1981

REISSUED: August 1, 1997

We have reviewed all background on Utility Job Vacancy Postings in reference to notifying employees of exact shift the true vacancy has occurred on. It is our opinion that Arbitration Case Number 71-32 has given a general opinion of how this matter should be handled.

Per your request, we will in the future post these jobs with the appropriate shift designated.

Letter #8

July 06, 1985

REISSUED: August 1, 1997

During the course of the 1985 negotiations the topic of employees changing shifts was discussed.

The Company will not require employees to change shift after the beginning of the work week. This commitment applies to the following circumstances:

1. Light-duty work assignments
2. Job placement through layoff, disqualification and medical disqualification
3. Utility covering vacations or long-term vacancies
4. Realignment of Manpower on a classification

Letter #9

May 16, 1988

Revised: August 1, 1997

FIRE BRIGADE

During the course of the 1988 Negotiations the subject of our Plant Emergency Organization (PEO) was discussed.

The Company committed to establishing a training program for the purpose of instructing certain employees deemed qualified to efficiently absorb training in the art of structural fire fighting, rescue, spill response and medical emergency response on the Company's premises. The Company will

1999 Summer

The Plant will shutdown @ 7:00 A.M. on June 30, 1999.
The Plant will start up @ 7:00 A.M. on July 5, 1999.

1999 Christmas

The Plant will shutdown @ 7:00 A.M. on December 23, 1999.
The Plant will start up @ 7:00 A.M. on January 2, 2000.

2000 Summer

The Plant will shutdown @ 7:00 A.M. on July 3, 2000. The
Plant will start up @ 7:00 A.M. on July 7, 2000.

Letter #11

May 16, 1988

REISSUED: August 1, 1997

It is the intent of the Company to fully train our employees on existing job classifications. Further, as equipment is modernized or replaced with new equipment, it is recognized that it is beneficial to all parties to train the appropriate employees to operate or maintain this equipment. In regard to the maintenance of this equipment, an adequate training program for the craft or crafts involved shall be implemented.

Letter #12

July 20, 1991

REISSUED: August 1, 1997

During the course of the 1991 negotiations we discussed the subject of documentation retention in employee's departmental files. The company has committed to the following policy on this documentation:

1999 Summer

The Plant will shutdown @ 7:00 A.M. on June 30, 1999.

The Plant will start up @ 7:00 A.M. on July 5, 1999.

1999 Christmas

The Plant will shutdown @ 7:00 A.M. on December 23, 1999.

The Plant will start up @ 7:00 A.M. on January 2, 2000.

2000 Summer

The Plant will shutdown @ 7:00 A.M. on July 3, 2000. The

Plant will start up @ 7:00 A.M. on July 7, 2000.

Letter #11

May 16, 1988

REISSUED: August 1, 1997

It is the intent of the Company to fully train our employees on existing job classifications. Further, as equipment is modernized or replaced with new equipment, it is recognized that it is beneficial to all parties to train the appropriate employees to operate or maintain this equipment. In regard to the maintenance of this equipment, an adequate training program for the craft or crafts involved shall be implemented.

Letter #12

July 20, 1991

REISSUED: August 1, 1997

During the course of the 1991 negotiations we discussed the subject of documentation retention in employee's departmental files. The company has committed to the following policy on this documentation:

1. At six month intervals, the department will remove expired counseling and warning notes from employee's departmental files and forward these records to Personnel for retention.
2. Personal documentation by Supervisors and Managers such as meeting notes and observations will not be retained in employee's departmental files.

Letter #13

July 20, 1991

REISSUED: August 1, 1997

As was discussed in 1991 Contract Negotiations, the Company will post jobs in a manner which will allow the twelve (12) hour Seven Day Crews the opportunity to review and sign the postings. This may be done by designating posting days of the week.

Letter #14

July 20, 1991

REISSUED: August 1, 1997

As discussed in 1991 Contract Negotiations, the Union Time Study Representative, after first notifying the Company, will be allowed to check machine cycles without the presence of Industrial Engineering Personnel.

Letter #15

July 20, 1991

REISSUED: August 1, 1997

During the course of our 1991 negotiations we discussed the subject of utilizing licensed counselors to complement Doctors in our EAP Program. The parties agreed to pursue this matter further following our negotiations and determine if there were benefits to be derived through recognizing these practitioners in our EAP Program at which time the company may choose to recognize them for the EAP Program.

Letter #16 (21)

July 20, 1991

REISSUED: August 1, 1997

The Company will furnish to each employee one copy of each agreement including the 401 K language.

A Union printing company will be used.

Letter #17

July 20, 1991

REISSUED: August 1, 1997

RE: Rate of Pay for Company Approved Training Time, Union Official Time, and Temporary Transfers

Effective Monday, August 27, 1990, the following rates of pay are authorized for the described conditions:

- A. Training - Time spent at the request of the Company in the instruction of another operator will be paid current hourly rate, AEIR or ASTHE, whichever is higher, plus \$.50/hour.

- B. **Temporary Transfer** - When an operator transfers temporarily at the request of the Company from his regular job to perform other work the operator will be paid current hourly rate, AEIR or ASTHE, or the rate of the job transferred to, whichever is higher.

Temporary transfer is outlined in Article VII, Section 7.03 (N)(3)(a) of the Contract. Further, it is understood that the operator requested to transfer is fully capable of operating his equipment (i.e. has stock, no inventory problem, no machine problem, etc.), but is asked to fill a known vacancy such as absentee, no bid job, or lunch/breaks, rather than perform his/her classification. This payment does not apply to 7.03 (N)(c). (294 time)

- C. **Union Official Time** - When authorized by Management to be off the job to conduct Union business the official will be paid current hourly rate, AEIR, or ASTHE, whichever is higher.

LETTER #18

August 1, 1997

The Representatives of USWA Local 915 and Management of Dunlop Huntsville have reached understanding and commitment on the People Representing Involvement, Dedication, and Education initiative in Huntsville (hereafter referred to as PRIDE). Our mutual support and commitment to PRIDE is based on the following understandings:

1. PRIDE is a means of joining Salaried and Hourly Associates in a Problem Solving System for cost competitiveness as well as an energy to amplify integrity, trust,

quality, and security so that all may prosper and enjoy enhanced quality of life. The primary focus of PRIDE is on the job, product, union, and community.

2. PRIDE is not a method for addressing matters governed by our Collective Bargaining Agreement or our Grievance/Arbitration System, nor is PRIDE a means of establishing or modifying policy which is governed by our Collective Bargaining Agreement. Similarly, PRIDE is not a means by which either party may circumvent our Collective Bargaining Agreement or our rights and obligations to bargain as Management and Union.
3. A Joint PRIDE Steering Committee of three members representing the Management and three members representing the Union is established for the purpose of overseeing, directing, and monitoring the factory-wide PRIDE initiative.
4. PRIDE is Facilitated by the Plant Manager and by an elected full time Union Representative known as the PRIDE Facilitator. The Plant Manager serves as one of the Management's three members on the Joint PRIDE Steering Committee. The PRIDE Facilitator serves as one of the Union's three members on the Joint PRIDE Steering Committee.
5. Sub Steering Committees in Business Centers and Departments may be established as deemed necessary by the Steering Committee. Each Sub Steering Committee will consist of, but not limited to, the Business Center Manager (or Department Manager), the Union Division Chairman, and the PRIDE Facilitator. The Business Center Manager (or Department Manager) and the Union Division Chairman will jointly chair the Committee. The

purpose of Sub Steering Committees is to support and direct Problem Solving Team Activity in the related areas. Sub Steering Committees are directed by the Steering Committee.

6. Coaches, as deemed necessary by the Sub Steering Committee, are supported by the PRIDE Facilitator. The Plant Manager, or his designee and PRIDE Facilitator will recommend, as necessary, the names of potential coaches to the joint Steering Committee for its approval. The duties of the Coaches are to lead Teams through a Problem Solving Process and to audit improvements derived from PRIDE Team Solutions. Coaches are directed by the Sub Steering Committee.

7. Problem Solving Teams, as deemed necessary by the Sub Steering Committee, are established to resolve problems limited to the work area of the Team. Team Members are approved by the Sub Steering Committee upon the Coach's recommendation. Teams are chaired by the Coach. Team activity is restricted to the pursuit of Solutions to Problems that fall outside the arena of our Collective Bargaining Agreement. Teams are directed by the Sub Steering Committee.

8. All PRIDE activity is documented and tracked. The Steering Committee monitors said activity to ensure they are keeping with items 1 and 2 of this letter of understanding.

9. Management or Union Representatives may arrange through the PRIDE Facilitator to sit in on group meetings to observe the activity or progress of the Team or Committee.

LETTER #19

August 1, 1997

Re: Tire Shop - Efficient Operation

This will confirm our understanding that within the factory misunderstandings, confusion and disputes may arise when assigning employees to alternative machines for the purpose of efficient manufacturing alignment or changing component or product sizes on an existing operation.

To resolve these disagreements and improve the process flow, the Company and the Union agree to educate all Section Managers and Operators in these areas on the necessity for these assignments and changes. Education addressing this matter will be a joint effort to establish the most productive and efficient methods that assure cost effective flow of product through the facility.

If these efforts fail, the employee will have his seniority protected in accordance with 9.01(H).

LETTER #20

August 1, 1997

Company/Union Benefits

During negotiations, the Union expressed an administrative concern regarding a number of our negotiated wage and benefit programs. Specifically, the Union noted that in most instances bargaining unit members are not informed that such benefits were the result of negotiations between the Company and the Union. In an effort to recognize this relationship, on an annual basis the Company will issue the following notice:

Dear Dunlop Associate/Retiree:

On a periodic basis, typically every three years the Company, Dunlop Tire Corporation and the Union, the United Steelworkers of America, Local 915 bargain agreements which provide for payments on a range of entitlements from every associate's wage to health care. The purpose of this notice is to acknowledge the role of the parties in providing these entitlements and to understand that entitlements such as those paid to represented associates and our retirees are dependent upon a strong Dunlop and Huntsville Manufacturing facility.

LETTER OF INTENT #21

August 1, 1997

Maintenance Training

During the 1997 negotiations, and consistent with the Commitment to Competitiveness contained in Memo #23, the Company and the Union restated their joint commitment to an efficient, productive and highly skilled maintenance work force at the Huntsville plant. In doing so, the parties agreed to the creation of a Maintenance Training Subcommittee, which shall act under the guidance and direction of the Plant Training Steering Committee.

This subcommittee shall consist of management representatives familiar with maintenance operations and other members of the steering committee, along with the Maintenance Division Chairman and Maintenance Training Coordinator. The subcommittee shall meet on a monthly basis or, more often if necessary.

A. Funds for the subcommittee's activities and resulting programs or initiatives must be approved by the Plant Training Steering Committee. Approved items will be paid for out of the Plant Training Fund.

B. The Subcommittee will:

- 1) evaluate the skill levels of all current and newly hired maintenance employees in accordance with the Company's requirements and certification criteria;
- 2) evaluate existing training programs to determine if such programs will address the deficiencies identified in paragraph 1 above;
- 3) make recommendations to the Steering Committee for developing training programs to address necessary skill deficiencies;
- 4) make recommendations to the Steering Committee for an annual maintenance training plan;
- 5) make recommendations to the Steering Committee for additional training of maintenance employees which will improve productivity and efficiency.

LETTER #22

August 1, 1997

New Hire Orientation

During the course of negotiations the Union expressed a concern that it has had minimal involvement in orienting new hires into Dunlop Tire Corporation's, Huntsville Manufacturing facility. As a result it was agreed that the Union President and Vice President shall participate in the orientation of all represented associates. The orientation shall cover Introduction of Management and Union Representatives, the Manufacturing and Company organization, products produced, Dunlop's competition, Safety, Employee Benefits, and the Collective Bargaining Agreement.

It is agreed that costs associated with this orientation will be paid by the Company.

SEVEN DAY OPERATION WORK SCHEDULE Exhibit "A"

CREW	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS
A	11	11	111	11 111
B	11 111	11	11 111	11
C	22	22	222	22 222
D	22 222	22	22 222	22

CHARACTERISTICS OF PLAN:

- Twelve Hour Work Shifts
- Crew A & B Fixed Day Shift and Alternate: Begins Work on Day indicated at 7:00 A.M.
- Crew C & D Fixed Night Shift and Alternate: Begins Work on Day Indicated at 7:00 P.M.
- No Shift Rotation
- Each Crew has Two Three Day Weekends (Fri., Sat. & Sun.) in each 4 Week Cycle Period
- Twenty-eight Day Cycle Plan
- Work Week Begins 7:00 A.M. Mondays

PLANT RULES

The purpose of these rules and regulations is to define and protect the rights of all employees and not to restrict the rights of any employees. Violations of any of the following rules or regulations will be sufficient grounds for disciplinary action ranging from reprimand to discharge, depending upon the seriousness of the offense.

1. It is each employee's responsibility to contact his supervisor before returning to work after an absence due to sickness, injury, vacation, etc., in order to check his scheduled starting date and time.
2. Any employee absent two (2) or more days due to illness or injury must report to the First Aid department before returning to work.
3. Any employee absent one (1) week or more but less than four (4) weeks due to illness or injury must present a return to work certificate from his own doctor to the First Aid department before returning to work.
4. Any employee absent for four (4) weeks or more due to illness or injury must present a return to work certificate from his own doctor to the First Aid department. In addition, the Company doctor must approve the employee as physically qualified to return to work.
5. All forms of gambling are prohibited on Company premises.
6. Employees are expected to maintain an acceptable attendance record. An unreasonable number of absences will not be tolerated.

7. Habitual report late for work.
8. Creating or contributing to unsanitary conditions.
9. Job assignment. Do the work assigned to you and follow instructions. Any complaint may be taken up later through the grievance procedure.
10. Willful, careless or repeated destruction of property, materials or equipment.
11. Smoking except in specifically designated places.
12. Unauthorized posting of material on bulletin boards.
13. Fighting on the Company premises at any time.
14. Theft of property of employees or the Company
15. Possession or drinking of liquor or any alcoholic beverage on Company property. This includes the parking-lot.
16. Reporting to work under the influence of alcohol.
17. The unauthorized possession or sale of a dangerous drug is against the law. Possessing, dispensing, or using a narcotic, barbiturate, mood ameliorating, tranquilizing or hallucinogenic drug by an employee either on or off the Company premises, except in accordance with medical authorization, is prohibited and shall make the employee subject to immediate discharge.
18. Willful, deliberate, or continued violation of, or disregard of safety rules or common safety practices.

19. Carrying or possessing firearms, ammunition, or any other kinds of weapons on Company property without specific Company authorization, is prohibited.
20. Assignment of wages or garnishment.
21. Failure to adhere to starting and quitting time regulations.
22. The use of chewing tobacco or snuff in the plant is not permitted.
23. All employees must open their lunch boxes or packages for inspection as requested by Plant Protection personnel when entering or leaving the plant.
24. All employees are to report in proper work clothing.
25. Horseplay and practical jokes could be dangerous and are not permitted.
26. Employees are not permitted to use compressed air to blow off their clothing; this could be extremely dangerous.
27. Employees are to use designated traffic aisles when entering and leaving the plant.
28. Employees are expected to remain in the plant during scheduled shift hours and not to visit outside their work areas.
29. Any person who makes or causes to make any knowingly false or fraudulent material statement or material representation for the purpose of obtaining workers' compensation or other benefits for himself or any other person will be subject to termination.